

**INDEPENDENT PRODUCTION AGREEMENT  
("AGREEMENT")**

**BETWEEN**

**THE ALLIANCE OF CANADIAN CINEMA,  
TELEVISION AND RADIO ARTISTS ("ACTRA")**

**AND**

**THE CANADIAN MEDIA  
PRODUCERS ASSOCIATION ("CMPA")**

**AND**

**ASSOCIATION QUEBÉCOISE DE LA PRODUCTION  
MÉDIATIQUE  
("AQPM")  
(COLLECTIVELY, "THE ASSOCIATIONS")**

**COVERING**

**PERFORMERS IN INDEPENDENT PRODUCTION**

**JANUARY 1, 2016, TO DECEMBER 31, 2018**

# CONTENTS

## PART A – ARTICLES OF GENERAL APPLICATION

<b>A1</b>	<b>Recognition and Application .....</b>	<b>1</b>
	A101 Bargaining Unit .....	1
	A104 Administration of Agreement .....	2
	A106 Rights of Producer .....	2
	A107 Preservation of Bargaining Rights.....	2
	A108 General Provisions .....	3
<b>A2</b>	<b>Exclusions and Waivers.....</b>	<b>4</b>
	A201 Performer definition .....	4
	A205 Consent to Waive Minimum Fees .....	6
<b>A3</b>	<b>Performer Definitions .....</b>	<b>6</b>
<b>A4</b>	<b>Definition of Terms.....</b>	<b>8</b>
<b>A5</b>	<b>Obligations of Producers.....</b>	<b>15</b>
	A501 Preference of Engagement.....	15
	A502 Equal Opportunity Policy .....	15
	A503 Freedom from Personal Harassment .....	16
	A504 No Requirement for ACTRA Members to Work with Non-members.....	18
	A505 Artistic Competence .....	18
	A506 Production Information.....	18
	A507 Minimum Terms and Conditions .....	19
	A508 Right to Negotiate Above Minimums .....	19
	A509 Protection of Above-Minimum Terms .....	19
	A510 Assignment of Fees .....	19
	A511 Access to Studio or Location .....	19
	A512 Contracting Out.....	20
	A513 Production Records .....	20
	A514 Performer Work Report .....	20
	A515 Production Liaison.....	21
	A516 Security for Payments Due During Production .....	21
	A517 Security for Payments Due After Production .....	23
	A519 Purchaser’s Assumption Agreement .....	25
	A520 Distributor’s Assumption Agreement .....	26
	A521 Injury to a Performer.....	27
	A522 Indemnity to Performer.....	27
	A523 Provision of Video .....	27
<b>A6</b>	<b>Obligations of ACTRA and Performers.....</b>	<b>27</b>
	A602 Professional Conduct .....	28
	A603 Failure to Fulfill Engagement.....	28
	A604 Performers to Report .....	28
	A605 Appointment of Steward .....	28
	A606 Performer’s On-Set Obligations .....	28
	A608 Injury Reports.....	29
	A609 Performer Residency .....	29
<b>A7</b>	<b>Qualification of Performers .....</b>	<b>31</b>
	A701 Preferential Engagement of ACTRA Members .....	31
	A702 Union des Artistes members .....	32
	A703 Engagement of Non-Canadians .....	32

A704	Long-Form Productions.....	32
A705	Television Programs .....	33
A706	Co-productions.....	34
A707	Non-Canadian Content Productions .....	34
A708	Modification of Limitations .....	35
<b>A8</b>	<b>Conditions of Engagement .....</b>	<b>37</b>
A801	Booking Notice.....	37
A804	Standard Contract Forms .....	37
A806	Conflict of Interest.....	38
<b>A9</b>	<b>No Strike and Unfair Declaration .....</b>	<b>39</b>
A902	Producer’s Failure to Abide by or Follow Grievance or Arbitration Procedure.....	39
A903	Producer’s Failure to Meet Payroll Obligations .....	39
A905	No Discipline for Honouring Picket Line .....	40
<b>A10</b>	<b>Grievance and Arbitration Procedures .....</b>	<b>40</b>
A1001	Grievance Procedure .....	40
A1002	Joint Standing Committee .....	42
A1003	Arbitration.....	43
A1004	Arbitration Process.....	45
<b>A11</b>	<b>Workday for Performers .....</b>	<b>46</b>
A1101	Workday.....	46
A1102	Calendar Day.....	46
A1103	Night Shoots .....	46
<b>A12</b>	<b>Overtime .....</b>	<b>46</b>
<b>A13</b>	<b>Rest Periods.....</b>	<b>47</b>
A1301	Rest Between Days (Turnaround) .....	47
A1302	Rest Periods .....	47
A1303	Rest Periods for Puppeteers and Dancers.....	47
<b>A14</b>	<b>Meal Periods.....</b>	<b>47</b>
A1406	Plateau Continu.....	49
<b>A15</b>	<b>Time for Makeup, Hairdressing, and Costume Fitting.....</b>	<b>49</b>
A1501	Time for Makeup, Hairdressing, etc. ....	49
A1502	Choosing and Fitting Wardrobe.....	49
A1503	Costume Call.....	50
A1504	Hair.....	50
<b>A16</b>	<b>Wardrobe .....</b>	<b>50</b>
A1601	Regular Wardrobe.....	50
A1603	Wardrobe Repairs.....	50
A1604	Laundering.....	50
<b>A17</b>	<b>Travel and Expenses.....</b>	<b>51</b>
<b>A18</b>	<b>Holding Calls.....</b>	<b>52</b>
A1801	Hold-over on Location.....	52
A1802	Holding Call .....	53
<b>A19</b>	<b>Cancellations and Postponements .....</b>	<b>53</b>
A1901	Force Majeure.....	53
A1902	Single Production .....	53

A1903	Series Production .....	53
A1904	Remounting.....	54
A1905	Performer’s Engagement .....	54
A1906	Change in Scheduled Days .....	54
A1907	Scheduled Days .....	55
A1908	No Weather-Permitting Calls in Studio .....	55
A1909	Illness .....	55
A1910	Weather Cancellation .....	55
<b>A20</b>	<b>Working Environment.....</b>	<b>56</b>
A2001	Dressing Room and Sanitary Provisions .....	56
A2002	Safety Provisions: Dancers .....	57
A2003	Clean Air .....	57
A2004	Waiver.....	57
<b>A21</b>	<b>Upgrading.....</b>	<b>57</b>
<b>A22</b>	<b>Doubling.....</b>	<b>58</b>
A2201	Performers Doubling .....	58
<b>A23</b>	<b>Other Duties.....</b>	<b>58</b>
A2301	Additional Services .....	58
A2302	After-Shows .....	59
A2303	Choreographer .....	59
A2304	Vocal or Dialogue Coach .....	59
A2305	Billboards and Bumpers .....	59
A2306	Public Service Announcements .....	59
A2307	Interstitial Rates.....	60
A2308	Preproduction Rehearsal and Reading Session .....	61
<b>A24</b>	<b>Nude Scenes .....</b>	<b>61</b>
A2401	Auditions .....	61
A2402	Contracts .....	62
A2403	Rehearsal and Performance .....	63
<b>A25</b>	<b>Risk Performance .....</b>	<b>64</b>
<b>A26</b>	<b>Stunt Performance and Coordination.....</b>	<b>65</b>
A2601	Categories.....	65
A2602	Fees .....	66
A2603	Audition .....	67
A2604	Contract of Engagement .....	67
A2605	Stunt Doubling for Females, Visible Minorities and Performers with Disabilities .....	67
A2606	Creating and Engineering Stunts .....	68
A2607	Scripted Stunts .....	68
A2608	Safety and Protection of Performers.....	68
A2609	Safety Guidelines .....	70
A2610	Insurance for Stunt Performers .....	70
A2611	Stunt Driving Guidelines.....	70
<b>A27</b>	<b>Minors .....</b>	<b>71</b>
A2701	Preamble.....	71
A2702	Violations.....	71
A2703	Conditions of Engagement.....	71
A2704	Parental Responsibilities.....	72
A2705	Workday and Rest Periods .....	73

A2706	Minimum Call .....	74
A2707	Time before Camera or in Rehearsal.....	74
A2708	Presence of Parent .....	74
A2709	Dangerous Work.....	75
A2710	Tutoring .....	76
A2711	Banking of Tutoring Time .....	78
A2712	Minors’ Coordinator .....	79
A2713	Time of Calls.....	79
A2714	Food.....	79
A2715	Infants .....	79
A2716	Trust Account .....	80
<b>A28</b>	<b>Auditions and Interviews.....</b>	<b>80</b>
A2801	Auditions .....	80
A2803	Audition Recall .....	81
A2805	Open Audition Call .....	81
A2806	Preference of Audition .....	81
A2809	Audition Environment .....	81
<b>A29</b>	<b>Series Options .....</b>	<b>82</b>
<b>A30</b>	<b>Retakes, Added Scenes, and Audio Recall .....</b>	<b>83</b>
A3001	Post-synchronization.....	83
A3002	Retakes After Completion of Regular Schedule.....	83
A3003	Contracting Procedure .....	83
A3004	Prop Shots .....	84
<b>A31</b>	<b>Pickup of Performance .....</b>	<b>84</b>
A3101	ACTRA’s Consent .....	84
A3102	Insert Fees.....	84
A3103	News Short.....	84
<b>A32</b>	<b>Publicity Stills, Trailers, and Promos.....</b>	<b>85</b>
A3201	Publicity Stills .....	85
A3202	Program Excerpt.....	85
A3204	Conversion of Promotional Content Produced under Article A3203 to a Use.....	85
<b>A33</b>	<b>Excerpts.....</b>	<b>86</b>
A3301	Excerpts .....	86
A3303	Opening Montages .....	87
A3304	Series Theme Music .....	87
<b>A34</b>	<b>Replacement of a Performance .....</b>	<b>88</b>
<b>A35</b>	<b>Credits .....</b>	<b>88</b>
<b>A36</b>	<b>Payment.....</b>	<b>89</b>
A3601	Payment.....	89
A3602	Late-Payment Penalty .....	89
A3603	Reporting of Errors .....	90
A3604	Right of Audit .....	90
<b>A37</b>	<b>Administration Fees .....</b>	<b>90</b>
A3701	Administration Fees.....	90
A3702	ACTRA PRS Administration Fee.....	92
A3703	Non-member Equalization Payments and Deductions .....	92
A3704	Deductions from ACTRA Members’ Fees: ACTRA Dues and	

	Assessments .....	93
A3705	Payment Procedure .....	93
<b>A38</b>	<b>Insurance and Retirement Plans .....</b>	<b>94</b>
A3801	Insurance .....	94
A3802	Retirement Plan .....	94
A3803	Deductions from Performer’s Fees for Retirement Plan .....	94
A3804	Maximum Contributions .....	94
A3806	Payment Procedure .....	94
A3807	Late-Payment Penalties .....	95

**PART B – MINIMUM FEES, DISTRIBUTION, USE RIGHTS, AND FEES**

<b>B1</b>	<b>Minimum Fees .....</b>	<b>96</b>
B101	Minimum Daily Fees for On-Camera Performers .....	96
B102	Minimum Fees for Performers in Series .....	97
B103	Minimum Fees for Off-Camera Performers and Lip Synchronization .....	97
B104	Minimum Fees for Off-Camera Narrators and Commentators .....	98
<b>B2</b>	<b>Discounts .....</b>	<b>98</b>
B201	Weekly Rate .....	98
B202	Multiple Productions .....	98
B203	Series Rates for Off-Camera Performance .....	99
B204	No Pyramiding .....	99
B205	Adjustment If Work Cancelled .....	99
B206	Pilot Program .....	99

**B3–B5: USE RIGHTS AND FEES FOR ALL PROGRAMS  
EXCEPT DOCUMENTARIES AND INDUSTRIAL PROGRAMS**

<b>B3</b>	<b>Declared Use .....</b>	<b>99</b>
<b>B4</b>	<b>Residual Payments .....</b>	<b>100</b>
B402	Theatrical Use .....	101
B403	Free Television .....	101
B404	Pay Television .....	102
B405	Cable Television .....	102
B406	Compact Devices .....	102
B407	Educational Television .....	102
B408	New Media .....	103
<b>B5</b>	<b>Use Fees Based on Participation in Distributor’s Gross Revenue .....</b>	<b>103</b>
B501	Options .....	103
B502	Limitation of Selection of 25% Advance .....	104
B503	Selection of Use-Payment Option .....	104
B504	Participation in Gross: Prepayment .....	105
B505	Participation in Gross: Advance .....	105
B506	Limit on Individual Advance .....	105
B507	Calculation of Aggregate Advance .....	105
B508	Payment of Use Fees .....	106
B509	Distributor’s Gross Revenue (“DGR”) .....	106
B511	Reporting and Payment Procedure .....	108
B512	Distribution of Payments .....	110
B513	Fair Market Value .....	110
B514	Right of Audit .....	110
<b>B6</b>	<b>Use Rights for Documentary and Industrial Programs .....</b>	<b>111</b>

B601	Documentary Programs .....	111
B602	Industrial Programs .....	112
B603	Reuses on Canadian Television: Documentary Programs (Narrators and Commentators) and Industrial Programs.....	112
<b>B7</b>	<b>Dispute Resolution Mechanism .....</b>	<b>112</b>

## **PART C – MINIMUM FEES AND CONDITIONS FOR BACKGROUND PERFORMERS**

<b>C1</b>	<b>Minimum Daily and Weekly Fees for Qualified Background Performers in Programs .....</b>	<b>113</b>
<b>C2</b>	<b>Qualified Background Performers.....</b>	<b>113</b>
	C201 Definitions .....	113
<b>C3</b>	<b>Qualification of Background Performers .....</b>	<b>115</b>
	C301 Preference of Engagement .....	115
	C302 Filing Work Reports .....	115
	C304 Stand-In and Continuity Background Performer .....	115
	C305 Location Shoots .....	116
<b>C4</b>	<b>Conditions of Engagement (Qualified Background Performers).....</b>	<b>116</b>
	C401 Booking and Upgrades .....	116
	C402 Voucher Requirement .....	116
	C403 Wardrobe Call .....	116
	C404 Minimum Call .....	117
	C405 Working in a Higher Category .....	117
	C406 Adjustment to a Higher Category .....	117
	C407 Wardrobe .....	117
	C408 Provision of Specialized Items .....	117
	C409 Cast and Crew Meals .....	118
	C410 Inclement Weather .....	118
<b>C5</b>	<b>Number of ACTRA Members and Permittees.....</b>	<b>118</b>
<b>C6</b>	<b>Background Performer List.....</b>	<b>119</b>

**PART D – ANIMATION PERFORMERS**

<b>D1</b>	<b>Minimum Fees and Conditions of Engagement of Animation Performers .....</b>	<b>121</b>
D103	Minimum Fees for Animation Performers .....	121
D104	Initial Session Allowance .....	121
D105	Minimum Fees for Short Animated Productions .....	121
D106	Doubling .....	122
D107	Bumpers and Generic Promos .....	122
D108	Promotional Announcers and Non-generic Promos .....	123
D109	Series Guarantees and Discounts .....	123
D110	Additional Dialogue Replacement (ADR) .....	123
D111	Use Payment Options .....	123

**PART E – PRODUCTIONS MADE FOR NEW MEDIA**

<b>E1</b>	<b>Option 1 .....</b>	<b>125</b>
E101	Purpose .....	125
E102	Eligibility .....	125
E103	Applicability .....	125
E104	Co-productions .....	125
E105	Excluded Productions .....	125
E106	Minimum Fees .....	125
E107	Background Performers .....	127
E108	Use Fees Based on Participation in DGR .....	127
E109	Excerpts .....	129
E110	Security .....	130
E111	Security for Payment .....	130
E113	Filing Procedure .....	130
E114	Budget Changes .....	130
E115	Revised Scope .....	130
E116	Notice to Performers .....	131
<b>E2</b>	<b>Option 2 .....</b>	<b>131</b>
E203	High-Budget SVOD Production .....	131
E204	Use Fees Based on Participation in DGR .....	132
<b>E3</b>	<b>Retrospective Application .....</b>	<b>133</b>

**PART F: FACT-BASED/LIFESTYLE PRODUCTIONS**

<b>F1</b>	<b>Preamble and Definition .....</b>	<b>134</b>
<b>F2</b>	<b>Inclusions .....</b>	<b>134</b>
<b>F3</b>	<b>Minimum Fees and Use Fees .....</b>	<b>134</b>
F301	Minimum Fees .....	134
F302	Use Fees .....	135
F303	Existing Agreements .....	135
F304	No Pyramiding of Discounts .....	135

**PART G: TERM AND EXECUTION AND APPENDICES**

<b>G1</b>	<b>Term and Execution .....</b>	<b>136</b>
<b>G2</b>	<b>Appendices .....</b>	<b>136</b>
Appendix 1	Producers Bound by This Agreement .....	139
Appendix 2	Negotiation Protocol .....	186



Appendix 3	Voluntary Recognition Agreement .....	193
Appendix 4	Preservation of Bargaining Rights .....	195
Appendix 5	Performer Work Report .....	199
Appendix 6	Production Guarantee .....	200
Appendix 7A	Security Agreement .....	203
Appendix 7B	Standard Security Terms.....	206
Appendix 8	Distribution Guarantee .....	216
Appendix 9	Distributor’s Assumption Agreement .....	220
Appendix 9A	Distributor’s Assumption Agreement (Non-approved Distributor) ...	223
Appendix 10	Purchaser’s Assumption Agreement.....	227
Appendix 11	Dispute Resolution Mechanism.....	229
Appendix 12	Standard Contract Form .....	233
Appendix 13	Statutory Declaration for Casting Directors .....	234
Appendix 14	Declaration of Parent in the Engagement of Minors .....	236
Appendix 15	Appointment and Consent of Chaperon and Emergency Medical Authorization Form .....	239
Appendix 16	Audition Sign-in Sheet.....	242
Appendix 17	Background Performer Voucher .....	243
Appendix 17A	ACTRA Additional Background Performer Voucher .....	244
Appendix 18	Canadian Independent Production Incentive Program (CIPIP) .....	245
Appendix 19	Daily Serials (Soaps).....	253
Appendix 20	Dubbing Section .....	256
Appendix 21	Provisions Applying to Québec Only.....	292
Appendix 21A	Letter of Understanding Regarding Application of Section A517 in Québec .....	295
Appendix 22	Letter of Understanding: Work Permits and Work Opportunities ....	298
Appendix 23	Declaration Regarding Selection of the 25% Advance Option.....	300
Appendix 24A	Alternate Guarantee Letter A .....	302
Appendix 24B	Alternate Guarantee Letter B .....	306
Appendix 25	Letter of Understanding: Voluntary Deduction for Performing Arts Lodges of Canada and Actors’ Fund of Canada .....	310
Appendix 26	Letter of Understanding: On-Set Accident Insurance for Performers .....	311
Appendix 27	Letter of Understanding: Electronic Data Interchange (EDI) Feasibility Study .....	313
Appendix 28	Performer Independent Production Remittance Statement .....	315
Appendix 29	Security for Payment.....	316
Appendix 30	Letter of Understanding Regarding Working Conditions .....	318
Appendix 31	Committee of Enquiry into Casting Directors and the Casting Process .....	320
Appendix 32	Stunt Rigging.....	322
Appendix 33	Equal Opportunity Committee .....	323
Appendix 34	Legal Addendum.....	324
Appendix 35	Settlement of the Past .....	325
Appendix 36	Letter of Understanding: Converting a New Media Production for Conventional Use .....	326
<b>INDEX.....</b>		<b>327</b>

## PART A: ARTICLES OF GENERAL APPLICATION

### A1 – RECOGNITION AND APPLICATION

- A101     **Bargaining Unit** The Producer recognizes ACTRA as the exclusive bargaining agent of Performers as defined in this Agreement with respect to all minimum terms and conditions provided for by this Agreement. It is further recognized that ACTRA has exclusive jurisdiction over all Productions in Canada, save and except Productions produced in the French language.
- A102     This Agreement sets forth the minimum rates and working conditions under which Performers may be engaged in Productions produced by any method in Canada or on location outside Canada.
- A103     (a) The terms of this Agreement are the result of negotiations between representatives of the Associations and ACTRA. The Associations represent and warrant to ACTRA that they are the exclusive bargaining agent for each Producer listed in Appendix 1, by virtue of each Producer having executed, or being deemed by the provisions of Appendix 1 to have executed, the 1995–1998 version of the Negotiation Protocol, the 1999–2001 version of the Negotiation Protocol, the 2002–2003 version of the Negotiation Protocol, the 2004– 2006 version of the Negotiation Protocol, the 2007–2009 version of the Negotiation Protocol, the 2010–2012 version of the Negotiation Protocol, or the 2013–2015 version of the Negotiation Protocol (the current version of the Negotiation Protocol is Appendix 2). The Parties therefore agree and acknowledge that all of the Producers listed in Appendix 1 are Parties to this Agreement.
- (b) While the terms and conditions of this Agreement are in effect, any Producer who is not a Party to this Agreement pursuant to Article A103(a), but who agrees to become a Party to this Agreement, shall sign a Voluntary Recognition Agreement acknowledging that ACTRA is the exclusive bargaining agent of Performers and signifying its acceptance of the terms and conditions contained herein (see Appendix 3). The Voluntary Recognition Agreement shall be executed in any number of counterpart originals, each counterpart signed by a Producer having the same effect as an original.

- A104 **Administration of Agreement** This Agreement shall be administered jointly by ACTRA and the Associations in all its facets, on a principle of equality between ACTRA and the Associations in all matters pertaining to the administration of the Agreement's provisions. Questions regarding interpretation of the meaning of the clauses in this Agreement may be directed to either of the Associations or to ACTRA. Neither of the Parties shall give interpretations that are binding upon the other without the written agreement of the other. No Parties to the IPA shall be held responsible for any interpretation.
- A105 This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties with respect to Productions produced pursuant hereto, and there are no warranties, representations, or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the Parties to be bound thereby.
- A106 **Rights of Producer** Except to the extent specifically modified in this Agreement, all rights and prerogatives of management, administration, and direction are retained by the Producer and may be exercised by the Producer as it, in its discretion, sees fit. Without limiting the generality of the foregoing, the Producer's rights shall include:
- (a) the right to maintain efficiency, discipline, and order, and to discipline and discharge Performers in accordance with this Agreement; and
  - (b) the right to select and hire Performers and other personnel; the right to establish the methods and means of production, including determining the qualification of personnel, the hours and dates personnel are required, and the location and standards of performance; methods used to ensure security of the Producer's property; and generally the right to conduct its business in the most effective way it sees fit, without interference.
- A107 **Preservation of Bargaining Rights** The terms of Article A1 shall be subject to and read together with the provisions of Appendix 4, Preservation of Bargaining Rights.

**A108 General Provisions**

- (a) Capitalized words generally indicate that the terms are defined in Article A3, A4, C201, or elsewhere in this Agreement.
- (b) The term “ACTRA” refers to the Alliance of Canadian Cinema, Television and Radio Artists and includes, where the context requires it, any branch or local union of ACTRA.
- (c) The term “day” shall mean calendar day, unless otherwise stated, and “business day” shall mean a day of the week that excludes Saturdays, Sundays, and statutory holidays.
- (d) Notices or documents required to be given or sent pursuant to this Agreement shall be delivered personally or by courier, or sent by fax, or sent by email addressed as follows:

To ACTRA: ACTRA  
Email: ned@actra.ca  
Fax: (416) 489-8076  
625 Church Street, 3rd Floor  
Toronto, ON  
M4Y 2G1  
Attention: National Executive Director

**To the Associations:**

Canadian Media Producers Association  
Email: toronto@cmpa.ca  
Fax: (416) 304-0499  
160 John Street, 5th Floor  
Toronto, ON  
M5V 2E5  
Attention: National Industrial Relations

Association Québécoise de la Production Médiatique  
Email: actra@aqpm.ca  
Fax: (514) 392-0232  
1470 Peel Street, Tower A, Suite 950  
Montréal, QC  
H3A 1T1  
Attention: Labour Relations Counsellor

**To the Producer and to the Performer:**

At the address or fax number noted on the Voluntary

Recognition Agreement, the deal memo, the contract, or other such address as the Producer or Performer advises the other parties hereto from time to time.

- (e) **Deemed Receipt** In this Agreement, notices or other documents shall be deemed to be received by the Party to whom it is addressed (the “addressee”)
- (i) on the same day, if transmitted by fax or email prior to 15h00 local time of the addressee, or if delivered personally to the addressee; or
  - (ii) the next business day, if transmitted by fax or email after 15h00 local time of the addressee unless the addressee is able to prove that a reasonable sender ought to have known that the document would not reach the addressee using the above methods and that the said document has not actually been received by him or her.
- (f) **Gender and Number** Where the context so requires, the feminine gender shall include the masculine or neuter, and the masculine or neuter the feminine, and the singular shall include the plural and the plural the singular.
- (g) **HST/GST/QST** The HST, GST, QST or any like or successor tax shall be paid in respect of Administration Fees and any other amounts set out in this Agreement to which such tax is applicable.
- (h) **Payment Periods** All references to Period 1 shall mean from January 1, 2016, to December 31, 2016; references to Period 2 shall mean from January 1, 2017, to December 31, 2017; and references to Period 3 shall mean from January 1, 2018, to December 31, 2018.

## A2 – EXCLUSIONS AND WAIVERS

- A201 **Performer** means a person who is engaged to appear on-camera or whose voice is heard off-camera in any manner whatsoever, subject to Articles A202 and A203.
- A202 Subject to Article A204, the rates and conditions of this Agreement shall not apply to
- (a) a member of the Armed Forces of Canada when appearing in any Production primarily for the purpose of displaying military ceremony or for the purpose of recruitment, education, or

- information relating to the Armed Forces;
- (b) children under the age of 16, without professional status, appearing as themselves in a Production;
  - (c) a person performing as an instrumentalist, musician, or conductor of a band, chorus, or choir, who is within the jurisdiction of the Canadian Federation of Musicians;
  - (d) a member of the public appearing incidentally as part of a public event or as a member of a studio audience, providing such person does not receive individual coaching or direction;
  - (e) a person or persons performing their regular employment duties or professional duties (other than Performers) at their regular place or places for performing such duties, or persons pursuing their normal activities in or about their place of abode, except where such person or persons are rehearsed or directed so as to provide individual characterization;
  - (f) a contestant participating in a quiz program or game program, except where such contestant is rehearsed to develop an individual characterization.
  - (g) persons holding or candidates for public office, except if performing a Role.
- A203 Subject to Article A204, in the case of Documentary and Industrial Programs, the rates and conditions of this Agreement shall not apply to
- (a) persons holding or candidates for public office;
  - (b) non-professional choirs, choruses, dancing groups, and other non-professional groups of ethnic, religious, educational, cultural, or philanthropic organizations not operated for the profit of their individual members;
  - (c) persons appearing in a single Production in relation to news, education, or public affairs, or because they are specialists whose regular employment or whose activity is in the field in which they report or comment, such as government employees, college professors, or members of a recognized profession, provided, however, that they shall be limited to three (3) occasions in any calendar year;
  - (d) members of the Armed Forces; inmates of institutions such as schools, hospitals, or prisons; or undirected and unpaid members

of the public.

- (e) persons appearing as themselves, including ACTRA members, except when they are performing a Role.

A204 When a member of ACTRA is engaged in the above excluded categories A202(b), (e), or (f) or A203(b) or (c), the rates and conditions of this Agreement shall apply to such members, but participation in a Production by an ACTRA member in such excluded category shall not require the qualification of non-ACTRA participants in that Production who also appear in such excluded category. The Producer may request ACTRA to waive the application of the Agreement when an ACTRA member is engaged in categories A202(e) or (f).

A205 **Consent to Waive Minimum Fees**

- (a) **Tribute Documentaries** A Performer who is interviewed for a tribute documentary is entitled to waive any applicable interview fee required under this Agreement at his or her discretion. A copy of the waiver is to be provided to ACTRA.
- (b) **“Making of” Documentaries** A Performer may voluntarily consent to waive his or her minimum fee for the inclusion of a performance, interview, or appearance in a Documentary Program the subject of which is “the making of” the Production in which the Performer has been engaged.

**A3 – PERFORMER DEFINITIONS**

A301 **Actor** means a Performer engaged to speak, sign, or mime five (5) or fewer Lines of Dialogue, or whose performance constitutes an individual characterization notwithstanding the absence of dialogue.

A302 **Animation Performer** means a Performer engaged to voice a Role or Roles in an animated Production or Productions.

A303 **Announcer** means a Performer engaged to deliver continuity or a message other than a commercial.

A304 **Background Performers** See Article C2 for definitions.

A305 **Cartoonist** means a Performer who draws cartoons or caricatures as part of a performance. A Cartoonist shall be categorized as a Principal Actor.

A306 **Choreographer** means a Performer who creates and/or stages dance

numbers.

- A307 **Chorus Performer** means a Performer engaged to appear in a Production in any combination of two or more of the categories of Group Singer, Group Dancer, or Actor.
- A308 **Dancer** means a Performer who performs choreographed dancing, swimming, or skating, either alone or with others.
- A309 **Group Dancer** means one (1) of two (2) or more Dancers, except duos engaged in dance.
- A310 **Group Singer** means one (1) of two (2) or more Singers, except duos.
- A311 **Host** means a Performer who introduces or links segments of a Production. Included among the categories of Host are Master of Ceremonies, Moderator, Quiz Master, and Interviewer.
- A312 **Model** means a Performer engaged to display or physically illustrate a product, idea, or service.
- A313 **Narrator or Commentator** means a Performer other than an Animation Performer engaged to perform narrative material or commentary on- or off-camera.
- A314 **Off-Camera Performer** means a Performer (other than an off-camera Narrator or Commentator or Animation Performer) engaged to execute or interpret a Role in a Production.
- A315 **Panelist** means a member of a group who are expressing opinions.
- A316 **Performer** See Article A201 for definition.
- A317 **Principal Actor** means a Performer engaged to speak, sign or mime six (6) or more Lines of Dialogue, or an Actor engaged to perform a major Role without dialogue (e.g., screenplay for *Johnny Belinda*, or Gigot in *The Wool Cap*).
- A318 **Puppeteer** means a Performer who manipulates hand puppets or marionettes; in this definition “manipulating” means the movement, placing, and positioning of a puppet or marionette.
- A319 **Singer** means a Performer engaged to sing either alone or with others.
- A320 **Specialty Act** means any act, either individual or group, that is available as a rehearsed entity (except for camera Rehearsals) ready



for performance prior to an engagement.

- A321 **Sportscaster** means a Performer who does play-by-play description of a sporting event or who reports or announces what has transpired, is transpiring, or is about to transpire in the sporting field, or an Announcer specializing in sports or commenting thereon.
- A322 **Stunt Performer** means a Performer specially trained and knowledgeable in the engineering of and performance of stunt work, as the term is generally understood in the industry, relating to a performance that would be considered dangerous if not performed by a Performer with such special training.
- A323 **Variety Principal** means a Performer engaged to appear in any combination of the categories Actor, Singer, Host, or Dancer.
- A324 **Vocal or Dialogue Coach** means someone engaged to coach Performers in either vocal or script delivery techniques.

#### A4 – DEFINITION OF TERMS

- A401 **Above-Minimum Fee** means the fee or fees that a Performer has contracted at rates in excess of the minimum fees and terms provided for in this Agreement. Above-Minimum Fees may or may not apply to overtime fees, other work fees, residual and prepaid Use fees, penalty provisions, and any other additional or supplementary fees, depending on what is stipulated in the individual contract between the Performer and the Producer.
- A402 **ADR** See Post-synchronization.
- A403 **Audition** means the visual and/or oral auditioning with or without cameras of a Performer or a group of Performers for the purpose of determining the Performer's or Performers' value or suitability for a specified performance, and includes screen and/or voice tests wherein a Performer, Specialty Act, or group of Performers is tested for ability, talent, physical attributes, and/or suitability for inclusion in a Production.
- A404 **Availability Enquiry** means an approach to a Performer regarding the Performer's interest in and/or availability for an engagement.
- A405 **Billboard** means an off-camera qualifying message on behalf of an

advertiser that contains descriptive selling words or phrases qualifying the actual mention of the advertiser's name, product, services, or outlets, and occurs at either the opening or closing of a Production.

- A406 **Booking** means notification to a Performer and acceptance by the Performer of an engagement on a definite date or dates.
- A407 **Bumper** means a short non-commercial announcement in the nature of "We'll be right back."
- A408 **Cable Television** means the exhibition of a Production on television by means of cable, satellite, master antenna, or any combination thereof, where the signal embodying the Production is packaged with other signals or programming services for which a single fee is charged for all or some of such signals or services. Cable Television Use includes "basic cable" channels and "specialty" channels but does not include Network Television, Syndicated Television, or Pay Television.
- A409 **Call** means the place and hour of commencement of work for a Performer.
- A410 **Compact Devices** means the distribution of a Production by manufacturing and selling or renting copies of a Production on tape, disc, cassette, laser disc, CD-ROM, or any other similar format intended primarily for private, in-home exhibition.
- A411 **Contracted Fee** means the fee for services contracted for the guaranteed work time specified in the contract of the individual Performer.
- A412 **Distant Location** means a location at which a Performer is required to remain away and be lodged overnight.
- A413 **Documentary Program** means an information Production that is designed not to be purely entertainment and which may include drama or variety techniques in achieving its information goal.
- A414 **Domestic Run** means the broadcast on television of a Production, either simultaneously or not, once in any or all cities or areas in Canada served by television stations. (Note: A broadcast on an English and a French station in the same city or area does not constitute a rerun.)
- A415 **Dubbing** means the voice synchronization by a Performer off-camera to

match the performance of a Performer in an existing Production originally produced in a language other than English.

- A416 **Educational Television** means curriculum-based programming.
- A417 **Episode** means one Production, complete in itself, but forming part of a Series.
- A418 **Fact-based/Lifestyle Production** is a television Production with an average budget below \$287,089/ \$292,831 / \$298,688 per half-hour, on a non-fictional theme, excluding drama Productions, Documentaries and game shows. Fact-based/Lifestyle Productions include home renovation, cooking, travel and reality programs. Examples include *Lofters* (reality program), *Meet the Folks* (reality contest), *Canadian Idol* (talent contest), *Wedding Story* (fact-based reality) and *Trading Places* (lifestyle reality).
- A419 **Free Television** means exhibition defined as Network and/or Syndicated Television.
- A420 **Gross Fee** means total compensation paid to a Performer during a Production, exclusive of monies paid by a Producer for expenses, such as per diem allowances or travel costs, as agreed.
- A421 **Industrial Program** means a Production that is not less than three (3) minutes in length and which is produced to promote directly or indirectly the image of an organization, to promote the use of its products or services, or to offer training in the use of its products or services, or to provide education or instruction, but is not intended for broadcast on television.
- A422 **Interstitial** means filler material that in itself does not constitute a Production and which is produced for the purpose of filling short periods of time between main items of programming on Pay or Cable Television (excluding commercials, Billboards, and Public Service Announcements).
- A423 **Line of Dialogue** means a line of script of ten (10) words or less including directed but unscripted dialogue.
- A424 **Lip Synchronization** means the voice synchronization by a Performer off-camera to match the on-camera performance of another Performer. Incidental use of other languages in a Production will be considered

## Lip Synchronization.

- A425 **Mini-series** means a single Production of predetermined length intended for broadcast in segments, which Production has a single essential storyline beginning in the first segment and concluding in the last.
- A426 **Nearby Location** means a location outside of the studio zone at which Performers are not lodged overnight but return to the studio zone at the end of the workday.
- A427 **Net Fees** means the fees that are earned by a Performer on days during which Performers work in front of the camera or behind the microphone, including blocking and ADR, and that are used for the purpose of calculating residuals and Use payments. For greater certainty, the following conditions apply:
- (a) The following fees are included in the calculation of Net Fees: fees earned for the minimum eight (8) hour workday and any Rehearsal, makeup/hairdressing/wardrobe, and overtime on such day. For clarity, fees earned on a contracted day of work in which a Performer reports for work but does not actually go in front of the camera or microphone, for whatever reasons (delay caused by technical difficulty, etc.), shall be considered to be part of Net Fees.
  - (b) The following are excluded in the calculation of Net Fees: prop shots, meal penalties, travel time (except when travel is part of an eight [8] hour workday), penalties for violation of the rest between days (Article A1301), Rehearsals and Reading Sessions (except, as in paragraph [a] above, on a workday), cancellations or postponements that are in accordance with Article A19, hold-overs on location (Article A1801), talent Audition fees, late payment penalties, wardrobe fitting or special makeup (except, as in [a] above, on a workday), and expense monies, such as per diem allowances, travel costs as agreed upon, etc.
- A428 **New Media** means all media currently known in the marketplace, other than those media listed in Article A445(a)(i-vii), including but not limited to download-to-rent (“DTR”), subscription video on demand (“SVOD”), ad-supported video on demand (“AVOD”), and paid permanent downloads (a.k.a. “electronic sell-through” or “download-to-own,” hereinafter referred to as “EST”).

- A429 **Network Television** means any Canadian network so recognized by the CRTC and any American network so recognized by the FCC.
- A430 **Non-theatrical** means the distribution in all formats in all media save for Theatrical, Network Television, Syndicated Television, Pay Television, Cable Television, Compact Device distribution, and New Media, except Uses contemplated in Article B515 of this Agreement.
- A431 **Pay Television** means the exhibition of Productions on a television receiver by a Pay Television network operator distributed by means of broadcast, cable, closed-circuit, direct broadcast satellite (DBS), or any other form of distribution, whether in conventional, scrambled, encoded, or otherwise altered form, where there is a requirement that the audience shall make a payment to receive such Production. Such payment may be in the form of (i) a separate amount for each Production or portion thereof, or (ii) a payment to receive a dedicated Pay Television channel, which payment is made either in addition to a regular Cable Television subscription fee or to the proprietor of a freestanding microwave distribution system or a satellite master antenna television distribution system (SMATV) that distributes the said channel. Exhibition in theatres or comparable places is theatrical exhibition and shall not be considered Pay Television.
- A432 **Pilot Program** means a Production that is produced as one of a projected Series to enable the Producer to determine whether the Producer will produce the Series at a later date.
- A433 **Post-synchronization** (or ADR: Additional Dialogue Replacement) means the voice synchronization by a Performer of his/her voice to his/her own on-camera performance.
- A434 **Producer** means the individual, company, corporation, or organization that controls, administers, directs, and is responsible for the production of any Production, whether or not he, she, or it is or will be an owner of copyright of the finished Production. See also Article A1 and Appendix 4.
- A435 **Production** means a recorded audio and/or visual work embodying the services and results of Performers, whether such recorded work is fixed on film, tape, or otherwise, and includes but is not limited to each Episode of a Series, a Pilot, etc., regardless of the method of delivery.
- A436 **Public Service Announcement** means a short recorded announcement

for which the showing or broadcast time is donated by the exhibitor or broadcaster.

- A437 **Reading Session** means when Performers attend a script-reading session with other cast members for the benefit of the writer and/ or director.
- A438 **Rehearsal** means when Performers attend a rehearsal session with or without other cast members for the benefit of the Producer, writer, and/or director.
- A439 **Residual Market** means a market in which the Production is exploited, apart from the market that is included in the declared Use.
- A440 **Risk Performance** means the undertaking of any action by a Performer (other than a Stunt Performer engaged to perform a stunt or stunts) which action could be considered dangerous and beyond the Performer's general experience, or the placing of the Performer in a position that would normally be considered hazardous.
- A441 **Role** means the part to be portrayed by a Performer as an individual characterization.
- A442 **Series** means a number of Episodes produced as a group to be presented in a regular pattern.
- (a) **Episodic Series** means a Series held together by the same title or identifying device common to all of the Episodes, plus a character or characters common to many or all of the Episodes.
- (b) **Serial** means a Series in which the same characters carry on a continuing narrative.
- (c) **Anthology Series** means a Series where each Episode contains a separate complete story or other complete program entity, without a character or characters common to each of the Episodes, but held together by the same title, trade name or mark, or identifying device or personality common to all of the Episodes. A continuing Host shall not be considered a character common to each of the Episodes.
- A443 **Substantial Snack** means a selection of food items to make sandwiches, as well as a selection of hot and cold beverages. The occasional provision of prepared sandwiches shall not constitute a breach of this Article. During the winter, at least one food item shall be hot or warm (e.g., soup).

**A444**     **Syndicated Television** means exhibition on Free Television, broadcast by UHF or VHF, other than Network Television.

**A445**     **Use**

(a)     **Use** means the exhibition or broadcast of a Production that is:

- (i)     on Free Television
  - (1)     Network Television
  - (2)     Syndicated Television
- (ii)    on Cable Television
- (iii)   on Pay Television
- (iv)    Theatrical
- (v)     Non-theatrical
- (vi)    on Compact Devices
- (vii)   Educational
- (viii)  New Media

(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 the television exhibition; 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”) or any similar service that currently exists or may hereafter be developed for which the consumer is not required to pay a separate charge for access to that service.

For clarity, any use by a licensee of a Production on any of the platforms set out above (linear streaming platform, free-to-consumer platform, MVPD 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.

**A446 Variety Program** means a Production that consists of songs, music, dances, sketches, vignettes, blackouts, and similar material, ordinarily as a mixture of some or all of such elements.

## A5 – OBLIGATIONS OF PRODUCERS

**A501 Preference of Engagement** The Producer agrees to give preference of engagement to members of ACTRA, subject to the terms of Article A7. For the purposes of this Article, Apprentice members shall be considered to be members of ACTRA, except as provided for in Article C301.

**A502 Equal Opportunity Policy**

- (a) The Producer will not discriminate against any Performer because of age, race, sex, creed, colour, sexual orientation, gender identity, disability, or national origin. 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, race, sex, creed, colour, sexual orientation, gender identity, disability, or national origin. 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, sex, race, creed, colour, sexual orientation, gender identity, disability, or national origin, 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) Demographic breakdown sheets provided by ACTRA shall be made available by the Producer to Performers for completion. The Producer will forward the completed sheets to the local ACTRA office.
- (d) **Affirmative Action for Performers with Disabilities** In respect of any available Roles that require a Performer to portray a person with a disability, the Producer will liaise with ACTRA prior to casting these Roles with a Performer who does not have a



disability. The Producer will take appropriate steps to ensure that Performers with disabilities have a reasonable opportunity to audition for such Roles. The Producer will provide ACTRA with the information set out in Article A506(r).

- (i) Casting or production facilities which are barrier-free for Performers with disabilities shall be used when such facilities exist and are available.
- (ii) In respect of any Role that requires a Performer to portray a character with a disability, the Producer agrees to include these facts in the casting breakdown, if known, so as to enhance the opportunity for Performers with similar disabilities to audition for the Role.

### **A503 Freedom from Personal 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 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) unwanted sexual attention of a persistent or abusive nature made by a person who knows or ought reasonably to have known that such attention 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) 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, place of origin, or ethnic origin.

- (d) For the purpose of this Article, personal harassment includes any comment or conduct that is known or ought reasonably to be known to be unwelcome or offensive, which creates an unduly intimidating working environment, which denies individual dignity and respect or which threatens the economic livelihood of that individual.
- (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. 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 complaint 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) Because of the sensitive nature of these types of complaints, all Parties shall address and resolve these complaints promptly and in as confidential a manner as possible.
- (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 production. 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) The Parties agree that a Performer who violates this Article of the IPA or violates the Producer's statement on anti-harassment and violence prevention by engaging in harassing and/or violent behaviour towards any other individual engaged on the Production, or by not respecting the statement, has engaged in misconduct of a serious nature for the purposes of Article A1905

of the IPA.

- (i) Retaliation or reprisals against any Performer who, in good faith, raises a bona fide complaint pursuant to this Article will not be tolerated.

**A504 No Requirement for ACTRA Members to Work with Non-members** The Producer shall not require a Performer to work in any Production with anyone who is not either a member of or the holder of a work permit issued by ACTRA, subject to any exclusions set out in this Agreement (e.g., Articles A202, A203, and C5).

**A505 Artistic Competence** The Producer assumes the risk of artistic competence of a Performer.

**A506 Production Information** The Producer shall submit to the nearest local ACTRA office not later than forty-eight (48) hours, whenever possible, and in any event not less than twenty-four (24) hours prior to the first scheduled working day, the following information, when known:

- (a) name of Producer
- (b) title of Production
- (c) season, Episode, Episode number, and ISAN number (if available)
- (d) Production dates and location
- (e) cast list of Performers
- (f) persons or groups for whom work permits are required
- (g) name of Production liaison (see Article A515)
- (h) names of all Minors engaged, with their dates of birth and the names of the Parent(s) of each Minor
- (i) names of Performers engaged to appear nude, as described in Article A24
- (j) total cast budget
- (k) script (excluding Series scripts, unless requested by ACTRA)
- (l) casting notices (if requested by ACTRA)
- (m) description of stunts (if requested by ACTRA)
- (n) contracts for non-Canadian Performers entered into by the Producer, except for those contracts that the Producer has filed with a foreign guild or union with which ACTRA has a reciprocal agreement (as soon as possible)
- (o) the total amount of compensation, up to the maximum as

provided for in the applicable agreement, for any Performers in respect of whom the American Federation of Television and Radio Artists (AFTRA) and the Screen Actors Guild (SAG) pension and health (P&H) contributions will be made through the ACTRA Performers' Rights Society (ACTRA PRS). An administration fee of one percent (1%) of the total P&H contributions shall be remitted to the ACTRA PRS.

- (p) Distributor's Assumption Agreement, when available (Appendix 9, as provided for in Article A520)
- (q) Background Performer breakdown, if and when available
- (r) any Roles that require Performers to portray characters with disabilities, the name of each Performer cast for such Role, and whether the Performer cast has a disability
- (s) whether a psychologist is required pursuant to Article A2709

**A507 Minimum Terms and Conditions** This Agreement represents minimum rates and working conditions. No Performer shall be compensated at rates or fees less than those provided herein or subject to working conditions that are less favourable than the provisions of this Agreement.

**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.

**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.

**A510 Assignment of Fees** All payments shall be made directly to the Performer unless written authorization has been received by the Producer from such Performer authorizing payment to another party, or in the event of a court order.

**A511 Access to Studio or Location** The Producer shall allow an ACTRA representative access to sets and locations, upon reasonable notice, to verify compliance with the terms of this Agreement. Any such access

shall not interfere with the Production schedule.

- A512 **Contracting Out** The Producer shall require any subcontractor that it engages to make a Production in Canada to apply rates that are not less than the rates set forth in this Agreement and to adhere to all the other terms and conditions of this Agreement. This requirement shall be a condition of engagement of such an independent Producer.
- A513 **Production Records** The Producer shall maintain adequate records with respect to Performers. Such records shall include the following:
- (a) names of Performers engaged and categories of performance
  - (b) date or dates of services rendered by Performers
  - (c) Performer Work Report
  - (d) amount paid for such services
  - (e) time sheets, including ADR
  - (f) name and number of the Production or Episode (where applicable)
  - (g) date of the first Use in each medium, when known
  - (h) any additional Uses of a Production, providing dates and nature of the additional Uses and payments made to the Performers concerned
  - (i) daily Call sheets (if such Call sheets are not available, information normally included in the Call sheet[s] will be supplied to ACTRA or its designated representative)
  - (j) copies of published shooting schedules and published updates
  - (k) calculation sheets
  - (l) final cast list
- A514 **Performer Work Report**
- (a) When requested by ACTRA, the Producer shall furnish ACTRA with a copy of information relating to any Performer concerning any or all of the matters referred to in Article A513. To facilitate the maintenance of such information, the Producer shall be supplied by ACTRA with Performer Work Report forms, as reproduced in Appendix 5, and shall ensure that such forms shall be available to the Performers at the location of work.
  - (b) When a Performer and a Producer's representative sign the work report (Appendix 5), the representative of the Producer shall, if presented with it at the same time, sign the Performer's personal time record (diary). A copy of the work report shall be sent to the

local ACTRA office.

**A515 Production Liaison** The Producer shall advise ACTRA of the name of the person having responsibility for Production liaison with Performers engaged for a Production. The Production liaison shall attempt to redress Performer complaints and shall work with the ACTRA steward to resolve disputes.

**A516 Security for Payments Due During Production**

- (a) **Requirement for Security** ACTRA is entitled to require a Producer to post, no earlier than thirty (30) days prior to the commencement of work by the Performers, a security for payment sufficient to cover two (2) weeks' Performer payroll (to be based upon the production schedule provided by the Producer) and the insurance and retirement payments. The security for payment may take the form of a cash deposit to be held in trust by ACTRA in an interest-bearing account, and all accrued interest shall be the property of the Producer; or, at the Producer's election, the security for payment may take the form of one or more irrevocable letters of credit in favour of ACTRA, drawn on a Canadian chartered bank.
- (b) **Cash Bond** In the case of a cash bond,
- (i) the Producer will post the bond not more than fifteen (15) business days and not less than five (5) business days prior to the commencement of work by the Performers;
  - (ii) ACTRA shall be entitled, upon written notice to the Producer and upon resolution of any dispute in favour of the Performer or ACTRA, to make payment from the cash bond to the extent of any amounts found due. The notice shall stipulate the amount claimed and that such amount is due to ACTRA as a result of a default by the Producer of its payment obligations as specified in the Agreement;
  - (iii) ACTRA will repay the cash bond less any amounts in dispute within thirty (30) days after the completion of principal photography, provided that the Producer has provided ACTRA with a Security Agreement in accordance with Article A517(b), or a Distribution Guarantee or Distributor's Assumption Agreement from an Approved Distribution Guarantor pursuant to Article A517(c), and will repay the balance, if any, within five (5) days of the resolution of a

dispute in the Producer's favour.

- (c) **Letter of Credit** In the case of a letter of credit, the face of the letter of credit shall specify that
- (i) the said letter of credit shall have a term commencing not more than fifteen (15) business days and not less than five (5) business days prior to the commencement of work by the Performers;
  - (ii) ACTRA shall be entitled, upon written notice to the Producer and upon resolution of any dispute in favour of the Performer or ACTRA, to draw down on the letter of credit to the extent of any amounts found due. The notice shall stipulate the amount claimed and that such amount is due to ACTRA as a result of a default by the Producer of its payment obligations as specified in the Agreement;
  - (iii) the letter of credit shall be released within thirty (30) days after the completion of principal photography, provided that the Producer has provided ACTRA with a Security Agreement in accordance with Article A517(b), or a Distribution Guarantee or Distributor's Assumption Agreement from an Approved Distribution Guarantor pursuant to Article A517(c). However, if any amounts are in dispute, such amounts will be secured by a replacement letter of credit or cash bond to the extent of the amounts in dispute, and such amounts, if any, will be released within five (5) days of the resolution of a dispute in the Producer's favour.
- (d) After the original cash bond has been repaid or after the term of the original letter of credit, in the event of a dispute arising or remaining outstanding that involves outstanding payments due under this Agreement, the Producer agrees to post a new cash bond or to issue a new letter of credit in an amount equal to those amounts in dispute for as long as those amounts remain in dispute. ACTRA will repay the new cash bond within five (5) business days of the resolution of a dispute in the Producer's favour.
- (e) When a bona fide dispute arises, all remedies and recourse provided for by this Agreement shall be exhausted or an Arbitrator shall rule in favour of the Performer prior to any disbursement from the letter of credit or cash bond.

- (f) Subject to paragraphs A516(b)(iii) and (c)(iii), if the security for payment is not released and/or returned to the Producer within the time periods set forth in this provision, ACTRA shall pay to the Producer a late-payment charge of twenty-four percent (24%) per annum of that part of the security payment that has not been returned or released to the Producer, calculated and payable monthly from the date the payment is due until payment is made, with the first payment due on the sixteenth (16th) day following the date the payment is due.
- (g) **Production Guarantee** Notwithstanding Article A516(a), the Producer shall not be required to post as security a cash bond or letter of credit, but shall instead be entitled to provide ACTRA with a Production Guarantee from an Approved Production Guarantor in the form set out in Appendix 6, provided that the Production Guarantee is accompanied by a Security Agreement pursuant to Article A517(b) or a Distribution Guarantee (see Appendix 8) or Distributor's Assumption Agreement (see Appendix 9) from an Approved Distribution Guarantor pursuant to Article A517(c). The Producer shall give ACTRA notice no later than thirty (30) days prior to the start of principal photography of its intention to provide a Production Guarantee.
- (h) ACTRA may, at its sole discretion, accept the Alternate Guarantee set out in Appendix 24 of this Agreement.

#### A517 **Security for Payments Due After Production**

- (a) A Producer may provide security to ACTRA by way of a Security Agreement, or a Distribution Guarantee or Distributor's Assumption Agreement from an Approved Distribution Guarantor (see Article A518[b]), to secure all of its obligations under Part B of the IPA, including the advance on Use or residual fees, insurance, retirement, and administration payments related to the Production, and any Use or residual fees.
- (b) **Security Agreement** A Security Agreement shall be in the form set out in Appendix 7A. Where it is contemplated that the Production will be distributed outside of the jurisdiction in which it is produced, ACTRA may request and the Producer will provide additional Security Agreements in forms that are registerable in the jurisdictions where, in the opinion of ACTRA, the Production may be distributed. The Security Agreement provided herein shall be discharged on delivery to ACTRA of a Distribution Guarantee or



Distributor's Assumption Agreement from an Approved Distribution Guarantor pursuant to Article A517(c).

- (c) **Distribution Guarantee and Distributor's Assumption Agreement**  
Only an Approved Distribution Guarantor (see Article 518[b]) shall be eligible to provide a Distribution Guarantee or Distributor's Assumption Agreement. A Distribution Guarantee shall be in the form set out in Appendix 8, and a Distributor's Assumption Agreement shall be in the form set out in Appendix 9 or 9A, as applicable. The Distribution Guarantee or Distributor's Assumption Agreement shall be terminated on delivery to ACTRA of a Security Agreement pursuant to Article A517(b) or a Distribution Guarantee or Distributor's Assumption Agreement from another Approved Distribution Guarantor.
- (d) ACTRA may, at its sole discretion, accept the Alternate Guarantee set out in Appendix 24 of this agreement.

- A518 (a) An Approved Production Guarantor shall mean an entity
- (i) that the CMPA or AQPM confirms by written notice to be a Member in Good Standing;
  - (ii) that has maintained a permanent active entity with established offices and staff for the previous four (4) years, and has produced or financed the production of at least four (4) theatrical motion pictures or twenty-six (26) hours of television under this agreement or its predecessors;
  - (iii) that has had a good track record for payment of ACTRA members, excluding minor infractions; and
  - (iv) with respect to an application for Approved Production Guarantor status, ACTRA shall take into consideration the Producer's production record with Union des Artistes.
- (b) An Approved Distribution Guarantor shall mean an entity
- (i) that has maintained a permanent active entity with established offices and staff for the previous six (6) years, and has produced or financed the production of at least eight (8) theatrical motion pictures or fifty-two (52) hours of television under this agreement or its predecessors;
  - (ii) that has had a good track record for payment of ACTRA members, excluding minor infractions; and
  - (iii) that is up to date in its reporting obligations to ACTRA and

payments to ACTRA members.

- (c) ACTRA shall within thirty (30) days communicate in writing as to whether status has been denied. Failure to communicate denial in writing shall result in the Producer's being granted Approved Guarantor status. The thirty (30) day time limit may be extended by mutual agreement, which agreement shall not be unreasonably denied. When Approved Guarantor status is denied, the Producer shall have recourse to the following appeal procedure. Should status as an Approved Production Guarantor or Approved Distribution Guarantor (provided that such Approved Distribution Guarantor is a Party to this Agreement) be denied, a timely request having been made, the Producer shall have recourse to the following appeal procedure:
- (i) ACTRA shall meet with the Producer within five (5) business days of denial of a request;
  - (ii) an appeal committee shall be formed that will consist of the National Executive Director of ACTRA and a representative of the CMPA or AQPM;
  - (iii) should there be no consensus at this meeting, in the case of a Production Guarantor, the Producer shall post the cash bond or letter of credit required by ACTRA as a gesture of good faith pending the outcome of presenting its case in front of the Joint Standing Committee as set out in Article A10 of the Performer Agreement; and in the case of a Distribution Guarantor, ACTRA shall be entitled to retain the security that it holds pending the outcome of the Joint Standing Committee;
  - (iv) should the Joint Standing Committee rule in the Producer's favour, ACTRA will immediately return the cash bond or letter of credit, with interest if applicable, and accept the alternative security payment agreed to by the Joint Standing Committee.
- (d) A list of Approved Production Guarantors and a list of Approved Distribution Guarantors shall be updated on a regular basis and shall be available from ACTRA and Associations' offices.

#### **A519 Purchaser's Assumption Agreement**

- (a) If the Producer sells or assigns, or otherwise disposes of any Production produced under this Agreement or any rights thereto,

to a party other than a Distributor (in which case Article A520[a] will apply), the Producer shall not be relieved of any of its obligations for payments due under this Agreement, unless the third party to whom the said property or rights have been sold, assigned, or otherwise disposed of (i.e., the Purchaser) assumes the obligations for such payments by a Purchaser's Assumption Agreement in the form contained in Appendix 10, and ACTRA approves the assumption in writing. Such approval shall not be unreasonably withheld.

- (b) Upon seeking the approval of ACTRA of a sale, assignment, or other disposition as provided for herein, the Producer shall provide to ACTRA such information and material pertaining to the Purchaser as ACTRA may reasonably require, including, but not limited to, the financial status of the Purchaser, the individual principals and/or directors of the Purchaser, and the terms and conditions of the Purchase Agreement.

#### **A520 Distributor's Assumption Agreement**

- (a) If the Producer or its successors assigns, licences, sells, disposes, or otherwise conveys any distribution rights in a Production produced under this Agreement, the Producer shall use its best efforts to obtain a Distributor's Assumption Agreement. In respect of any outright valid sale or conveyance hereunder (i.e., a disposition the terms of which do not include a requirement to report revenue to a Producer), a Distributor's Assumption Agreement is a condition precedent to said sale or conveyance. The said Agreement shall be in the form attached as Appendix 9.
- (b) Upon seeking the approval of ACTRA to an assignment, licence, sale, disposition, or conveyance of distribution rights, the Producer shall also provide to ACTRA such information and material pertaining to the Distributor as ACTRA may reasonably require, including, but not limited to, the financial status and individual principals and directors of the Distributor, and the conditions of the Agreement of Purchase and Sale.
- (c) The Producer shall not be relieved of any of its obligations for payments due under this Agreement, unless the Distributor to whom the distribution rights have been sold, assigned, or otherwise disposed of assumes the obligations for such payments by a Distributor's Assumption Agreement in the form contained in

Appendix 9, and ACTRA approves the assumption in writing. ACTRA's approval shall not be unreasonably withheld.

- A521 **Injury to a Performer** The Producer shall notify ACTRA as soon as possible of any accident, incident or injury to a Performer in the workplace and shall send to ACTRA within one (1) business day, a report setting forth the circumstances of the nature of the injury. A copy of the worker's compensation accident report and the daily production report shall also be sent to ACTRA.
- A522 **Indemnity to Performer** The Producer shall indemnify the Performer against all legal costs and any judgement arising out of a performance based upon a script supplied to the Performer by the Producer and performed by the Performer as directed by the Producer, provided the Performer co-operates with the Producer in both notifying the Producer of any threatened action and of the commencement of any proceedings, and in the defence of any action; and further provided that the Performer makes no admission of liability without the prior authority of the Producer.
- A523 **Provision of Video** If requested by ACTRA in writing, the Producer shall provide to the local ACTRA office (in a timely manner, but in any event no earlier than the date on which the Production is first broadcast in Canada) a videocassette recording of the Production at ACTRA's sole cost and expense. ACTRA shall utilize such video only for internal purposes and such video shall not be duplicated or provided to any person (whether an employee or otherwise affiliated with ACTRA) except as required to administer this Agreement.
- 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 workplace accident/injury insurance coverage.

#### A6 – OBLIGATIONS OF ACTRA AND PERFORMERS

- A601 Except by prior agreement with the Associations, ACTRA shall not enter into any agreement with any Producer of an independent Production at rates or terms more favourable to such Producer than those set forth in this Agreement, and shall not permit Performers to be engaged at rates less than those provided for herein or at terms more favourable to such Producer than those set forth herein.

- A602 Professional Conduct** ACTRA undertakes to require and maintain professional conduct from Performers engaged to perform under the provisions of this Agreement. In the event that unprofessional conduct of one or more ACTRA members engaged under the provisions of this Agreement jeopardizes the day's production, the member or members, subject to the Grievance procedure, may be found to be in breach of this Agreement and may be directed by a Joint Standing Committee or by a duly-appointed Arbitrator to provide compensation.
- A603 Failure to Fulfil Engagement** When a Performer does not fulfill a contracted engagement, which causes a cancellation, postponement, or delay of production, subject to the Grievance procedure the Performer may be required to forfeit the Performer's fee, except where the Performer's failure to fulfil such an engagement is caused by illness (subject to Article A1909) or other reason beyond the control of the Performer. Valid and verifiable certification of illness must be supplied if requested by the Producer. The Producer shall not withhold any of the Performer's fee pursuant to this Article, but may pay the disputed amount to ACTRA in trust, pending determination by the Joint Standing Committee of whether there has been a breach of contract by the Performer. The Joint Standing Committee will meet within seven (7) days of a dispute arising under this Article.
- A604 Performers to Report** Performers shall report to the Producer or its representative before leaving the studio or location following the completion of scheduled work. The Performer shall sign a Performer Work Report as provided for in Article A514 and shall ensure that a representative of the Producer also signs the same record. In the event of a dispute, the Performer shall report such dispute to an ACTRA steward or the nearest local ACTRA office. Should the Producer require the services of the Performer for a further period of time, the Performer shall accept such further engagement, provided it does not conflict with some previously arranged engagement.
- A605 Appointment of Steward** ACTRA may, as the occasion demands, appoint a full-time steward or an in-cast steward, or both, to generally enforce and administer the provisions of this Agreement at the studio or on location on behalf of ACTRA.
- A606 Performer's On-Set Obligations** A Performer shall at all times report to the set or location ready to work at the time of his or her Call. The Performer is required to know his or her lines of the scenes listed on

the Performer's Call sheet at the time of arriving on the set or at the location. Performers will at all times comply with the reasonable requests and instructions of the Producer or its representative. The Performer will be reasonably familiar with the terms of this Agreement.

- A607 A Performer shall identify to the ACTRA steward any perceived breach of this Agreement in order that the ACTRA steward may give the Producer the opportunity to respond to such perceived breach at the earliest opportunity in the spirit of this Agreement. There shall be no retaliation by the Producer or the Producer's representatives against any Performer for exercising their rights under the Agreement or for identifying to the ACTRA steward any perceived breach of the Agreement.
- A608 **Injury Reports** The Performer must advise the Producer at the earliest opportunity of any injury and/or any inability to fulfil contracted obligations.
- A609 **Performer Residency**
- (a) At the time of negotiation of a Performer's contract of engagement or, in the case of a Background Performer, by his or her call time on his or her first day of engagement, the Performer shall supply to the Producer reasonable residency information sufficient to ensure that the Producer receives all federal and applicable provincial tax credits and/or grants. 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) A Performer engaged in Ontario shall also, at the time of negotiation of his or her contract of engagement or, in the case of a Background Performer, by his or her call time on his or her first day of engagement, supply to the Producer proof that he or she has successfully completed the Ministry of Labour's Health and Safety Awareness Training for workers and/or supervisors, as applicable.
  - (c) Should the Producer inform the Performer and ACTRA that the Performer has failed to furnish appropriate residency information consistent with Section (a) above and the bulletin set forth below or has failed to furnish proof of completion of training as provided

in Section (b) above, then the Performer shall have two (2) business days within which to provide the required information to the Producer. Should the Performer fail to do so within that time period, the Producer may cancel that Performer.

- (d) A Background Performer who fails to furnish appropriate residency information consistent with Section (a) above and the bulletin set forth below or proof of completion of training as provided in Section (b) above by his or her call time on his or her first day of engagement may be cancelled and replaced immediately.
- (e) **Bulletin** ACTRA shall issue the following bulletin to its members on an annual basis. It is understood that the documentary requirements for establishing residency may change from time to time. In that event, the parties agree to modify the bulletin accordingly and ACTRA agrees to issue the modified bulletin to its members as soon as practicable thereafter:

#### **NOTICE TO ACTRA MEMBERS: PERFORMER RESIDENCY**

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.

## A7 – QUALIFICATION OF PERFORMERS

- A701 Preferential Engagement of ACTRA Members** In accordance with Article A501, preference of engagement shall be given to ACTRA members. However, after making reasonable efforts to comply and having established that a person who is not a member of ACTRA is required in a Production, an application shall be made for a work permit at the local ACTRA office at least forty-eight (48) hours prior to commencement of work, and the following procedure will apply for the issuance of work permits:
- (a) Principal Performers who are Canadian citizens or landed immigrants shall pay \$260.00 for the first week of production on any Production for which the Performer is engaged. For the second and each subsequent week for which Performer is engaged, a work permit fee of \$260.00 shall be paid by the Performer. The Producer shall not be required to pay work permit fees hereunder. During the life of this agreement, ACTRA may amend the work permit fee with ninety (90) days' notification.
  - (b) Other Performers (except Performers in Background Performer categories) who are Canadian citizens or landed immigrants shall pay \$210.00 for the first week of production on any Production for which the Performer is engaged. For the second and each subsequent week, a work permit fee of \$210.00 shall be paid by the Performer. The Producer shall not be required to pay work permit fees hereunder. During the life of this agreement, ACTRA may amend the work permit fee with ninety (90) days' notification.
  - (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 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.

**Note:** For the purposes of clarification, a week as used in Article A701(a), (b), and (c) is understood to be seven (7) consecutive days, commencing from the Performer's first contracted day.

**A702 Union des Artistes Members** Notwithstanding Articles A501 and A701, members of Union des Artistes shall be allowed to provide services to a Production in accordance with the reciprocal agreement between ACTRA and Union des Artistes, as it exists as of November 30, 2012. However, the terms of their engagement shall be governed by this Agreement.

**A703 Engagement of Non-Canadians**

- (a) In order to maintain a permanent Canadian film and television production industry capable of producing high-quality Canadian Productions, the progressive development of a pool of Canadian talent of all kinds should be encouraged.
- (b) Canadian Performers should be given the opportunity to play leading and challenging Roles in all areas of film and television production.
- (c) Notwithstanding the provisions of Articles A704 and A705, this Article may not apply (at the discretion of ACTRA, which will in each case advise the Associations prior to ACTRA's making such a decision) in the instance of an on-location Production that is being undertaken in Canada by a non-resident production company. However, all other terms and conditions of this Agreement shall apply in all respects to such on-location Production.

**A704 Long-Form Productions** For the purposes of Articles A704 and A705, Long-Form Production means a Production (excluding a variety Production) of seventy-five (75) minutes or more, and Canadian Performer means a Performer who is either a citizen of Canada or a permanent resident of Canada.

The following procedures shall govern the issuance of work permits for non-Canadian Performers in Long-Form Productions:

- (a) (i) One (1) non-Canadian may be engaged for a Long-Form

### Production, and

- (ii) 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 of the two highest-paid Performers in the cast.
- (b) Notwithstanding the provisions of Article A704(a), ACTRA recognizes that it may be necessary in certain Long-Form Productions for the Producer to allocate billing to one Performer and compensation to a different Performer. In such circumstances, the Producer may make application to the National Executive Director of ACTRA for consideration of such requirements. The application shall include the script, proposed Roles, billing, and compensation for the Canadian Performers named in the application and such other documentation as may reasonably be required by the National Executive Director. All required documentation and oral submissions, if any, from the applicant shall be confidential communications. The decision of the National Executive Director shall be made and communicated to the applicant as promptly as possible in the circumstances.
- (c) Additional work permits may be issued for Performers in a work category other than Principal Actor where the Performer's engagement is entirely outside Canada. ACTRA agrees that such work permits shall not be unreasonably withheld.
- (d) In the event that the production of a Production requires one or more Roles for which an unusual physical skill or physical attribute is necessary and such requirements cannot be filled by the application of the above provisions, application may be made to the National Executive Director of ACTRA for additional work permit(s). It is understood that such an application shall not be considered if the Producer has not made reasonable efforts to comply with Article A704(a).

**A705 Television Programs** With respect to a television Series or Production other than a Long-Form Production, the Production shall be governed by the following provisions with respect to the engagement of non-Canadian Performers:

- (a) **Variety Special or Series** The total number of permits issued to non-Canadian Performers shall not exceed fifty percent (50%) of the contracted Principal Performers, Variety Principals, or

Specialty Acts. Non-Canadian Performers shall not be engaged in any other performance category.

(b) **Single Drama Production (Other Than a Long-Form Production)**

The total number of work permits shall not exceed fifty percent (50%) of the Principal Performers to a maximum of two (2) per Production. Non-Canadian Performers shall not be engaged in any other performance category in the Production.

(c) **Drama Series** For continuing Roles in a drama Series, the number of permits issued to non-Canadian Performers shall not exceed one (1) in four (4) of the total number of Principal Performers contracted for the Series. With regard to “special guest stars,” the Series total of non-Canadian talent engaged shall not exceed fifty percent (50%) of the total number of special guest stars contracted.

(d) **Quiz, Panel, and Game Shows** In no case shall the Host (Article A311) be a non-Canadian Performer. No more than one (1) Performer in four (4) of the regular panel may be a non-Canadian Performer. Contestants or guests will be issued work permits.

(e) **Talk, Interview, and Public Affairs Programs/Series** The engagement of non-Canadians shall be limited to guest appearances. Non-Canadians shall not be engaged as Hosts, except for public affairs programs/Series in which specialized or expert knowledge is required.

(f) Additional work permits may be issued to Performers in television Productions or Series in a work category other than Principal Actor where the Performer’s engagement is entirely outside Canada. ACTRA agrees that such work permits shall not be unreasonably withheld.

A706 **Co-productions** Where a Production is a co-production governed by an official co-production treaty between Canada and another country (or countries), the application of Articles A704 or A705 shall be subject to the terms of the relevant international co-production treaty. For greater clarity, work permits shall only be payable with respect to Performers from third-party countries as defined under the relevant, official international co-production treaty and engaged by the foreign co-producer.

A707 **Non-Canadian Content Productions** In the event that an entirely privately financed Production that meets the following criteria is to be

produced in Canada, the foregoing provisions of Articles A704 or A705 may be modified by ACTRA. In such instances,

- (a) The Producer shall be required to provide ACTRA prior to commencement of production with information and supporting documentary evidence that establish that
  - (i) the Producer has not applied and will not apply for certification of such Production by CAVCO or Canadian content under the CRTC;
  - (ii) neither Telefilm Canada nor any provincial film-funding agency, or their successor organizations, have any direct or indirect financial participation in the Production; and
  - (iii) no Crown agency or corporation and no public institution have participated in the Production either in the form of financial participation or by the provision of production facilities or personnel.

Productions that receive federal and/or provincial production services tax credits may benefit from the provisions of this Article.

- (b) The Producer will be specifically required to provide ACTRA with a written undertaking that neither the Producer nor any agent or representative of the Producer shall at any time apply for certification by CAVCO or as Canadian content by the CRTC or to use any other instrument of Canadian tax policy in respect of the Production to which a so-called Canadian Production would otherwise be entitled. ACTRA shall file a copy of such written undertaking with CAVCO and the CRTC and with any other relevant body.
- (c) The Producer agrees to undertake best efforts to engage Canadian Performers in all Roles in the Production.

**A708 Modification of Limitations** The limitations on the engagement of non-Canadian Performers in all Productions as set out in this Article (A7) may be modified by ACTRA in the case of Productions where non-Canadian financiers or licensees contribute, in the aggregate, at least one-third (1/3) of the gross Production budget, and in which the engagement of non-Canadian Performers is a condition of such investment or licence, or where there are health and safety considerations. A Producer seeking to take advantage of Article A708 shall make written submission to ACTRA as soon as possible. Such

written request shall contain evidence that the Production meets the criteria of Article A707, and may also contain other documents and explanations concerning the requirements of the Production. ACTRA will respond to such request for a modification within three (3) business days of the request's being submitted by the Producer, and such response shall include brief reasons for ACTRA's decision. A copy of the decision will be sent to the Association.

**A709** In the event that the Producer wishes to dispute ACTRA's decision as set out in Article A708, the Producer has the right to challenge such decision on the grounds that it is not reasonable or not in keeping with standard industry practice, by filing a notice of objection ("Notice") that shall set out the particulars upon which the Producer relies in challenging the decision, together with any relevant documentation. The following procedure shall be followed in dealing with such dispute:

- (a) The Notice shall be sent by fax or delivered by direct courier to the local ACTRA office and the relevant Producer Associations.
- (b) The Parties agree to name a special Arbitrator or Arbitrators who shall deal with disputes concerning the application of Article A708. Such Arbitrator(s) shall have familiarity with the film industry but not be affiliated with any of the Parties to the dispute.
- (c) ACTRA shall be allowed two (2) business days from receipt of the Notice in which to file a response ("Response") outlining its position, together with any relevant documentation.
- (d) The Parties shall endeavour to settle all outstanding issues arising from the Notice and Response within one (1) business day. Failure to reach a settlement shall entitle the Producer to refer the matter to final and binding arbitration, which shall be governed by the provisions of Appendix 11 unless otherwise provided for in this Article.
- (e) In the event that the Producer wishes the matter referred to arbitration, the Notice together with the Response shall be sent to the Arbitrator agreed upon by the Parties or named as set out in subparagraph (b). Each Party shall have the right to submit any relevant documentary evidence, including affidavit evidence, together with their submissions.
- (f) The Arbitrator shall conduct a viva voce hearing only if he or she is

satisfied that the issues cannot be fairly dealt with without such viva voce hearing. The Arbitrator shall hold any hearing within two (2) business days of the matter's being referred to Arbitration, and the Arbitrator shall render his or her decision within two (2) business days of such hearing.

- (g) The Parties agree that time is of the essence with respect to the issues arising in this Article (A709) and agree that the timelines herein contained can be extended only with the written consent of both Parties.

## A8 – CONDITIONS OF ENGAGEMENT

- A801 **Booking Notice** Upon Booking, Performers shall be given specific notice of the part to be played; wardrobe requirements; date(s), time, and place of production; and a work schedule. The Booking, except for Background Performers, shall be confirmed in writing by means of a completed contract that shall specify all terms of the agreement, including, but not limited to, definite date(s) and fee(s). Such confirmation shall be made within five (5) days of the Booking whenever possible. In the event that the Producer is unable to confirm the Booking within five (5) days, the Producer shall arrange with the nearest ACTRA office for extension of such confirmation.
- A802 The Producer shall not require Performers (except for Background Performers) to commence work on a Production prior to such Performers having executed a contract with the Producer. The Producer shall not submit a contract to a Performer without having first applied the Producer's signature.
- A803 The Performer shall be provided with a contract at least forty-eight (48) hours prior to the commencement of work. Where exceptional circumstances dictate, the Producer may apply to the local ACTRA office for relief from the provisions of this Article. The Performer shall return a fully executed copy of the contract to the Producer by the earlier of within forty-eight (48) hours of receipt or commencement of rendering of services. The Producer shall file a copy of each contract with the local ACTRA office. ACTRA undertakes to maintain such information confidential and shall not allow anyone who is not a full-time employee of ACTRA or a party to the contract access to same without prior written consent of the Producer.
- A804 **Standard Contract Forms** Performers' written contracts shall include

the information required in Appendix 12 of this Agreement. The Performer and the Producer shall each retain an original of such contract. The Producer shall file a copy of each such contract with the local ACTRA office.

- A805 (a) The Performer Contract (Appendix 12) shall be completed in full and, if the Producer has chosen the prepayment option pursuant to Article B501(a) or (b), B601(c) or (d), B602(c) or (d), D111, E108, F302, or Appendix 18, the contract shall contain the basic rate of Performer compensation, expressed in dollars as a daily fee, exclusive of the amount of prepayment of Use fees, which shall be shown as a separate item.
- (b) If the Producer has chosen the Advance option pursuant to Article B501(c), E108, or Appendix 18 for any Performer who is paid an all-inclusive fee (i.e., a fee that includes a base fee, Advance, and amounts to which the Advance does not apply), the Advance shall be calculated as follows:
- (i) All amounts to which the Advance does not apply (see Article A427[b]) shall be deducted from the total all-inclusive fee, either at minimum or at a rate that has been negotiated.
- (ii) The balance shall be the amount on which the base fee and Advance shall be calculated.

**Example:** A Performer is paid an all-inclusive fee of \$16,000.00 and the Advance is fifty percent (50%). The amounts that do not attract an Advance total \$1,000.00. The calculation is therefore

\$16,000	all-inclusive fee
<u>- \$ 1,000</u>	amounts that do not attract Advance
\$15,000	base fee plus Advance
i.e., \$10,000	base fee
\$ 5,000	Advance

- A806 **Conflict of Interest** The Producer shall, as a condition precedent to hiring a casting director or other person responsible for hiring Performers, require the said casting director or person to execute a Statutory Declaration in the form attached as Appendix 13, and deliver an executed copy of the said Declaration to ACTRA.

A casting director shall, when negotiating terms of engagement with

Performers or their agents, negotiate in good faith. Without limiting the generality of the foregoing, the casting director will not apply undue pressure or coerce Performers into accepting only minimum terms and conditions. Furthermore, the casting director will negotiate only the terms and conditions applicable to the particular engagement, without explicit or implicit reference with respect to any other engagement.

#### A9 – NO STRIKE AND UNFAIR DECLARATION

- A901 During the life of this Agreement, ACTRA undertakes not to call or direct a work stoppage against any Producer, except where the Producer has been declared unfair.
- A902 **Producer’s Refusal to Abide by or Follow Grievance or Arbitration Procedure or Decision** Where a Producer does not abide by or declares its intent not to abide by the Grievance or arbitration procedure, or refuses to comply with a decision rendered pursuant to Article A10 by a Joint Standing Committee or an Arbitrator, ACTRA may declare such Producer an unfair Producer upon ten (10) days’ notice to the Producer concerned and to the Producer’s Association, and instruct the members of ACTRA or members of another ACTRA guild not to work for such Producer.
- A903 **Producer’s Failure to Meet Payroll Obligations**
- (a) In the event that a Producer fails to meet its payroll obligations, in respect of which obligations there is no bona fide controversy, ACTRA has the right to declare the said Producer unfair, provided that the Producer receives written notice from ACTRA setting forth the facts upon which the declaration is based and the Producer is given three (3) business days from the date of receipt to cure such failure, which cure period must be specified in the notice. For greater certainty, ACTRA shall not be entitled to make such a declaration under this paragraph in the case of a dispute between one or more Performers or ACTRA, on the one hand, and the Producer, on the other hand, as to the amount of fees due, so long as the Producer continues to meet all of its payroll obligations, in respect of which there is no bona fide controversy, to the Performers engaged on the Production.
- (b) A Producer who receives a notice under subparagraph (a), and



who does not cure the default on or prior to the expiry of the three (3) business days' notice period, may be declared unfair.

- (c) The unfair Producer declaration shall be revoked by ACTRA once the Producer is in full compliance with all of its payroll obligations in respect of which there is no bona fide controversy.
- (d) When a Producer has been declared unfair and such declaration has been revoked under the terms of subparagraph (c), such Producer shall be required to post a security for payment sufficient to cover four (4) weeks' Performer payroll, on the same terms as provided for in Article A516, for any further Productions produced by the said Producer under the terms of this Agreement, until the earlier of
  - (i) two (2) years from the date on which the Producer has cured its default, as a result of which a revocation is issued by ACTRA under subparagraph (c), or
  - (ii) such time as ACTRA may determine, in its sole discretion, to reduce such security from four (4) to two (2) weeks of Performer payroll.

A904 Performers shall not be required to work for a Producer declared unfair by ACTRA prior to the revocation of such declaration.

A905 **No Discipline for Honouring Picket Line** The Producer agrees that no Performer shall be disciplined in any manner nor have the Performer's contract terminated for refusing to cross a picket line at the Producer's place of business and/or shooting location, where the Performer has a bona fide concern for the Performer's personal safety.

## A10 – GRIEVANCE AND ARBITRATION PROCEDURES

### A1001 **Grievance Procedure**

- (a) Any Party exercising its rights under the provisions of the Agreement does so without prejudice to its relations with the other Parties.
- (b) A Grievance is defined as a difference between the Parties, arising out of or in connection with the administration, interpretation, application, operation, or alleged violation of any provision of this Agreement, or any deal memorandum or contract between a Performer and a Producer, including a question as to whether a matter is arbitrable. All Grievances shall be resolved in

accordance with the procedures set out in this Article.

- (c) The Parties acknowledge and agree that the timely and prompt settlement of all disputes between the Parties should be encouraged, and that therefore any dispute may be settled at the time of its occurrence by the ACTRA steward and the authorized representative of the Producer, without recourse to the formal Grievance procedure.
- (d) The Performer must advise ACTRA within thirty (30) days of the date on which the Performer becomes aware or ought to have become aware of the act or omission giving rise to the Grievance. A Party may initiate a Grievance only within sixty (60) days of the date on which that Party becomes aware or ought to have become aware of the act or omission giving rise to the Grievance.
- (e) A Grievance shall be considered initiated when the initiating party (the “Grievor”) sets forth in writing the facts giving rise to the dispute, the relevant articles of the Agreement or the individual contract, and the remedy sought, and delivers the Grievance to the other party to the Grievance (the “Respondent”) and to the organization to which the Respondent belongs.
- (f) In all cases concerning a Performer, ACTRA, as the exclusive bargaining agent for Performers covered by this Agreement, will be considered the Grievor or the Respondent, as the case may be. The Association to which the Producer belongs shall be advised by the Grievor. When the Producer is not a member of one of the Associations, the Grievor shall advise all of the Associations.
- (g) ACTRA or the Associations, as the case may be, shall notify forthwith the other Parties to this Agreement of the Grievance and provide each with a copy of the Grievance. A representative of ACTRA; a representative of the Associations, designated by the Associations, the Producer, or its duly authorized representative; and the Performer or his representative shall meet within five (5) business days to attempt to settle the Grievance informally.
- (h) Those present at the Grievance meeting shall adduce all available and relevant facts, documents, and evidence in order that the Parties may have the clearest understanding of the issues. At the meeting there shall be a full and frank discussion on a without-prejudice basis of those issues in order to achieve a fair and workable settlement.

- (i) The persons present at the Grievance meeting shall have the authority to settle the Grievance. The settlement, if any, shall be noted in writing and signed by those attending the Grievance meeting, each of whom shall receive a true copy of the terms of the settlement. A copy shall be sent to each of the Associations and to ACTRA. Such settlement shall be binding on all Parties, including, without limitation, the Performers.
- (j) In the event that attempts to settle the Grievance matter have not resulted in a satisfactory settlement of the Grievance, any Party to the Grievance may, within five (5) business days following the Grievance meeting, give written notice to the other Parties attending the Grievance meeting and to the Associations, referring the Grievance to the Joint Standing Committee or, at the discretion of the referring Party, directly to arbitration. If the referring party refers the matter to the Joint Standing Committee and the responding party wishes to have the matter referred to arbitration (instead of the Joint Standing Committee), said Party shall have the right, within five (5) business days of receipt of the notice, to refer the grievance to arbitration.

#### A1002 **Joint Standing Committee**

- (a) The Joint Standing Committee shall convene, at a time and place to be agreed by ACTRA and the Associations, within fifteen (15) business days of the receipt of said notice.
- (b) The Joint Standing Committee shall consist of a panel of not fewer than four (4) and not more than six (6) representatives of the Associations and of ACTRA. ACTRA and the Associations shall have equal representation on the Committee.
- (c) The relevant Associations shall appoint representatives of the Producers who are listed or deemed to be listed in Appendix 1. No one appointed to the Joint Standing Committee shall have been involved in the Grievance prior to appointment to the Joint Standing Committee. The Associations shall advise ACTRA as to the number of representatives to be appointed to represent the Associations. ACTRA staff and employees of the Associations shall not be appointed to a Joint Standing Committee.
- (d) At least three (3) business days prior to the Joint Standing Committee hearing, the parties to the Grievance shall present all

documents, including all correspondence to which they intend to refer during the course of the meeting. Moreover, they shall inform ACTRA and the Associations of any witnesses they intend to call.

- (e) The Joint Standing Committee shall appoint a chairperson from among themselves. The Joint Standing Committee may establish its own procedures and guidelines for the hearing, including the recording of minutes or notes. The Joint Standing Committee shall be governed by the following principles:
  - (i) all parties shall have full opportunity to be heard;
  - (ii) no party shall be surprised by evidence or facts adduced before the Joint Standing Committee; and
  - (iii) the Joint Standing Committee may recognize industry practices where reasonable to do so under the circumstances.
- (f) When the Joint Standing Committee is satisfied that it has heard fully from the parties to the Grievance, the Joint Standing Committee shall dismiss the parties in order to consider and render its decision.
- (g) The Joint Standing Committee shall not have the authority to amend, modify, add to, or delete any provision of this Agreement.
- (h) All decisions of the Joint Standing Committee shall be in writing and shall be signed by the members of the Committee. A copy of the decision shall be sent to all of the parties to the Grievance. A majority decision of the Joint Standing Committee shall be binding on all parties to the Grievance, including, without limitation, the Performers.
- (i) If the Joint Standing Committee fails to reach a majority decision, either party to the Grievance may, within five (5) business days of the date on which the decision of the Committee is delivered to it, refer the matter to arbitration by giving notice to the other party to the Grievance, to ACTRA, and to the Associations (“arbitration notice”).

### **A1003 Arbitration**

- (a) A Grievance that has been referred to arbitration by arbitration notice shall be heard by a sole Arbitrator, who shall be selected from a list of five (5) Arbitrators listed on one of the following

three (3) panels. A list of the Arbitrators on each panel shall be available from ACTRA and the Associations' offices:

- (i) where the majority of the production takes place in Ontario or east of Quebec,
  - (ii) where the majority of the production takes place in Quebec, or
  - (iii) where the majority of the production takes place west of Ontario.
- (b) During the term of this Agreement, the Parties may mutually agree to substitute any Arbitrator on this list for another Arbitrator agreeable to the Parties. The Arbitrators shall be listed in alphabetical order.
- (c) The Party referring the Grievance to arbitration shall remove two (2) names from the list of Arbitrators provided in subparagraph (a) and the Party responding shall remove an additional two (2) names from the list. The name of the Arbitrator remaining shall be the Arbitrator selected to hear the Grievance.
- (d) If the Arbitrator so selected is unable to convene a hearing within twenty-one (21) business days of being contacted, then, at the request of either Party, the remaining Arbitrators will be contacted in alphabetical order until one of them is found who can convene a hearing within twenty-one (21) business days of being contacted. If none of the Arbitrators contacted are able to convene a hearing within twenty-one (21) business days of being contacted, then the Arbitrator who can convene a hearing within the shortest period shall be the Arbitrator selected.
- (e) By mutual agreement, ACTRA and the Association concerned may each appoint one (1) additional Arbitrator who has knowledge and/or experience with respect to the film industry. The two (2) Arbitrators so appointed, together with the Arbitrator selected from the list in subparagraph (a) of this Article, shall form a three (3) person Board of Arbitration that shall hear the case. The term "Arbitrator" in this Agreement shall include a Board of Arbitration appointed under this provision.
- (f) Nothing herein shall prevent the Parties to the Grievance from mutually agreeing upon the appointment of an individual who is not listed in Article A1003(a) to act as the Arbitrator.
- (g) The Association representing the Producer, if any, shall be an

interested Party and shall be entitled to participate in the hearing of the matter.

#### **A1004 Arbitration Process**

- (a) The Arbitrator shall have all powers necessary to determine the real issue in dispute according to the merits and, if appropriate, to award monetary payments, adjustments, or damages consistent herewith.
- (b) The Arbitrator has exclusive jurisdiction to exercise the powers conferred upon him or her by the provisions of this Agreement and to determine all questions of fact and law that arise in any matter before him or her. The finding of an Arbitrator as to the facts and the meaning or violation of the provisions of the Agreement shall be conclusive, final, and binding on all of the Parties, including, without limitation, the Performers. The Arbitrator shall not have the power to amend, modify, add to, or delete any provision of this Agreement or any part thereof.
- (c) In order to encourage settlement of the dispute, with the agreement of the Parties, the Arbitrator may use mediation, conciliation, or other procedures at any time during the arbitral proceedings.
- (d) The cost, fees, and expenses of the Arbitrator shall be shared equally by the Grievor and the Respondent unless otherwise ordered by the Arbitrator pursuant to this provision. The Arbitrator may, in appropriate circumstances, order one Party to reimburse the other party for
  - (i) their respective costs, provided that the maximum recoverable counsel fee at the hearing shall be \$1,000.00 per full day of hearing;
  - (ii) their share of the Arbitrator's fees, either in whole or in part.
- (e) The decision of the Arbitrator shall be issued in writing to the Parties to the dispute and to the Associations, and shall be conclusive, final, and binding on the Parties, including, without limitation, the Performers.
- (f) Upon mutual agreement of the Parties, the Arbitrator shall be entitled to deliver an oral or "bottom-line" decision forthwith, or as soon as practicable after the completion of the hearing, and postpone the issuance of the arbitration award.

- (g) Any time limits prescribed in this Article (A10) may be extended by mutual agreement of the Parties to the Grievance and the Associations. An Arbitrator may extend the time for the taking of any step in the Grievance and arbitration procedures despite the expiration of the time, where the Arbitrator is satisfied that there are reasonable grounds for the extension and that the responding Party will not be substantially prejudiced by the extension.

#### A11 – WORKDAY FOR PERFORMERS

- A1101 **Workday** Subject to Article A1501, the workday shall consist of eight (8) consecutive hours in any day, exclusive of meal periods. The workday shall commence at the Performer's Call time or when the Performer commences makeup, whichever is earlier, and the workday does not end until the Performer is out of makeup and costume, transport is arranged (if transport is contractually required and has been requested), and the Performer is actually able to leave the set.
- A1102 **Calendar Day** A workday starting on one calendar day and continuing into the next shall be deemed to be one (1) workday, namely, that day on which work started.
- A1103 **Night Shoots** The Performer must receive prior notice of scheduled night work (i.e., Calls between 19h00 and 06h00).

#### A12 – OVERTIME

- A1201 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 ( $\frac{1}{4}$ ) hour or less may be paid in quarter-hour units at the pro-rated rate.
- A1202 When a Performer is required to work on a Production for six (6) consecutive days, the Performer shall be paid for the sixth (6th) day at one hundred and fifty percent (150%) of the Performer's contracted daily, hourly, or overtime rate.
- A1203 When the exigencies of the Production schedule demand extraordinary measures and require a Performer to work seven (7) consecutive days, the Performer shall be paid for the seventh (7th) day at two hundred percent (200%) of the Performer's contracted daily, hourly, or overtime

rate.

- A1204 The maximum compounding effect of the application of overtime and penalty payments provided for in this Agreement shall not exceed three hundred percent (300%) of the Performer's contracted hourly rate.

### A13 – REST PERIODS

#### A1301 **Rest Between Days (Turnaround)**

- (a) For Performers other than Stunt Coordinators, there shall be a rest period of not less than eleven (11) hours between the end of one workday and the beginning of work on the next day (i.e., from set to set). If a Performer is required by the Producer to report for work within such eleven (11) hour period, the Performer shall be paid for such hours at the rate of two hundred percent (200%) of such Performer's contracted hourly rate.
- (b) For Stunt Coordinators, there shall be a rest period of not less than ten (10) hours between the end of one workday and the beginning of work on the next day (i.e. from set to set). If a Stunt Coordinator is required by the Producer to report to work within such ten (10) hour period, the Stunt Coordinator shall be paid for such hours at the rate of two hundred percent (200%) of such Stunt Coordinator's contracted hourly rate.

- A1302 **Rest Periods** There shall be at least a five (5) minute rest period provided for each hour of work. During actual shooting on set or location, the rest period may be waived, the accumulated time to be taken at a more convenient period of the day.

- A1303 **Rest Periods for Puppeteers and Dancers** Puppeteers and Dancers shall be permitted ten (10) minutes' rest in each hour, during which they shall not be required to perform any physical action. However, consultation and planning may take place during such rest.

### A14 – MEAL PERIODS

- A1401 (a) **Meal Period** Each Performer shall be provided a meal period of one (1) hour not later than after the completion of the first six (6) hours of work, calculated from the first Call for the Performer. When the Performer's Call is for makeup or wardrobe, the six (6) hour period of work shall commence from such Call. In the event



that the first meal break of the day is called on or before the completion of five (5) hours' work, there will be no requirement for a Substantial Snack to be served. If the meal break is called after six (6) hours, a Substantial Snack shall be served. Meal periods shall not be considered as time worked and shall not be paid. Subsequent meal breaks will be called no later than six (6) hours after the resumption of work, except as modified in Article A1404.

None of the forgoing with respect to Substantial Snack shall apply if a Substantial Snack is not required pursuant to the applicable technicians' collective agreement covering grips and electricians, and the first meal break may be called after six (6) hours.

- (b) **First Meal Break** At the Producer's option, the first meal break may be one half ( $\frac{1}{2}$ ) hour in length, in which case the meal break shall be paid and considered to be part of the workday. In this case it shall be the Producer's responsibility to provide the meals on the set at the Producer's expense.
- (c) The Producer may at its option call for a non-deductible first meal for Performers whose Call time is prior to that of the crew, in which case the next meal break will be six (6) hours from the general crew Call.

A1402 Where the exigencies of production require, the unpaid meal break may be extended by one half ( $\frac{1}{2}$ ) hour, which in turn shall extend the workday. Where this provision is used, all Performers working on the Production must have their meal break extended by the same half ( $\frac{1}{2}$ ) hour.

A1403 Where the meal is not provided on the set, actual time spent in travelling to and from the restaurant or other eating establishment shall be considered work time.

A1404 There shall be a meal period of at least one half ( $\frac{1}{2}$ ) hour after each four (4) hours of overtime worked.

A1405 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 [ $\frac{1}{4}$ ] 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.

- A1406 Plateau Continu** Each Producer, with twenty-four (24) hours' notice to ACTRA, may institute a "plateau continu" system, which consists of
- (a) an eleven (11) hour period of elapsed time, commencing with the general crew Call and ending after camera wrap, that includes one (1) hour of paid meal period before work begins, or includes one half (1/2) hour paid meal period before the shift begins and two (2) fifteen (15) minute paid breaks during the rest of such eleven (11) hour period.
  - (b) This eleven (11) hour work period shall be paid for as eleven (11) hours worked. All work shall be paid as required by Article A12 of this Agreement.
  - (c) Any Producer that institutes plateau continu will provide a continuing hot buffet accessible to the Performers.
  - (d) Meal penalties shall apply if work continues past eleven (11) hours of elapsed time, commencing with the general crew Call, in which case meal penalties shall be paid commencing at the beginning of the Performer's Call.
- A1407** It is understood that under certain circumstances, particularly on location, normal meal facilities may not be readily available. Should reasonable restaurant facilities not be available by virtue of either location or scheduling, it shall be the Producer's responsibility to provide meals on the set at the Producer's expense. It is understood that "snacks" (e.g., soft drinks and hot dogs, etc.) do not constitute a proper meal.

<b>A15 – TIME FOR MAKEUP, HAIRDRESSING, AND COSTUME FITTING</b>
-----------------------------------------------------------------

- A1501 Time for Makeup, Hairdressing, etc.** When a Performer is required to report for makeup, hairdressing, wardrobe, or fitting immediately prior to the Performer's Production Call, the following conditions shall apply: a maximum of fifteen (15) minutes at the Performer's applicable straight-time hourly rate shall be payable and shall not be computed to create an overtime situation. Time in excess of fifteen (15) minutes shall be considered as part of the regular eight (8) hour day.
- A1502 Choosing and Fitting Wardrobe** Where a Performer is required to report on other than a regular production day for choosing or fitting wardrobe, payment of \$88.75 / \$90.50 / \$92.25 or the Performer's contracted hourly rate, whichever is greater, shall be made for all time spent on each occasion the Performer is so required to report. There

shall be a minimum Call of two (2) hours for such work. The payment is not required if such time is otherwise being credited and paid for at the applicable hourly rate. The Performer shall sign in on a sign-in sheet, a copy of which will be sent to ACTRA.

A1503 **Costume Call** Where a costume Call is required for any group of Performers, such Calls shall be staggered in order to avoid unnecessary waiting.

A1504 **Hair** No Performer shall be required to cut or change the style or colour of his/her hair, unless this has been agreed upon prior to Booking. No Performer shall cut or change the style or colour of his/her hair after the time of Booking without the consent of the Producer.

#### A16 – WARDROBE

A1601 **Regular Wardrobe** Where the Producer requires the Performer to supply in excess of two (2) changes of clothing in any Production, the Performer shall be compensated at the rate of \$20.00 per week per change in excess of two (2). All formal or specialty wardrobe (e.g., tuxedo, formal gowns, culturally specific formal or ceremonial wardrobe, clown uniforms, etc.) shall be compensated at the rate of \$35.00 per costume per week. The Producer may not specify wardrobe requirements as a condition of engagement.

A1602 In the event that either regular or special wardrobe furnished by a Performer is damaged during work time through negligence on the part of the Producer or through an accident for which the Performer is not responsible (except for reasonable wear and tear), the Producer will reimburse the Performer for the justifiable cost of repair or replacement as the case may be. Notice of such damage must be given to the Producer's representative at the end of the production day. Performers must provide the Producer with a receipt covering the cost of such repairs and replacements.

A1603 **Wardrobe Repairs** Facilities for repair of wardrobe used by Performers shall be provided by the Producer.

A1604 **Laundering** All wardrobe supplied by the Production must be dry cleaned and/or laundered prior to the Performer's wearing it, subject to continuity requirements.

**A17 – TRAVEL AND EXPENSES**

- A1701 Travel time shall be calculated from the Performer's city of residence by the quickest means of regularly scheduled carrier, unless the Producer requires the Performer to travel by alternative means. Travel time shall be calculated from door to door or from central point to central point, as agreed between ACTRA and the Producer.
- A1702 Travel time shall be payable when a Performer travels to and from
- (a) a Nearby Location beyond a forty (40) kilometre radius from the city centre or such other specified central point as may be agreed upon by ACTRA and the Producer (in Toronto, this forty (40) kilometre radius shall be deemed to include Eaton Estate and Kleinburg Studios);
  - or
  - (b) a Distant Location.
- A1703 Travel time shall be paid at no less than the minimum hourly rate in quarter ( $\frac{1}{4}$ ) 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.
- A1704 When travel time and expenses are payable, the Producer shall pay for
- (a) actual transportation expenses that a Performer is required by the Producer to incur on scheduled carriers covering economy air or first-class rail fare or such other transportation as bus, taxi, or limousine, and the actual costs of reasonable and appropriate accommodations;
  - (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](http://www.caa.ca)) if the Performer is required to use the Performer's own automobile;
  - (c) all rental or leasing costs when the Performer is required by the Producer to lease or rent a vehicle;
  - (d) all costs for taxi, limousine, or other transportation that the Performer is required by the Producer to use in order to get to and from the destination required by the engagement;

- (e) a per diem allowance of \$65.00, in the case of a Nearby Location or Distant Location, to cover all personal expenses. However, if meals are provided at the expense of the Producer, the per diem allowance may be reduced in the following manner:

Breakfast	\$15.00
Lunch	\$20.00
Dinner	\$30.00

- A1705 The Producer shall advance to a Performer against expenses the per diem allowance for up to a period of one (1) week. The Performer shall submit an accounting of the advance against expenses, with attendant receipts where possible, within ten (10) working days.
- A1706 When the Producer requires a Performer to travel within a forty (40) kilometre radius, the Producer will be obliged to ensure that public or private transportation is available. If such public or private transportation is not available, and subject to prior approval by the Producer, the cost of taxi transportation from location to residence within that forty (40) kilometre radius shall be paid by the Producer. If travel by the quickest means of surface public transportation exceeds one (1) hour each way, transportation shall be provided by the Producer.
- A1707 The Producer shall pay all authorized actual expenses incurred by the Performer in travel outside Canada. The Performer shall support actual expenses by receipts where receipts are obtainable.
- A1708 When the Performer is required to fly by regularly scheduled carrier, and where flight insurance is available to the Performer, the Producer shall reimburse the Performer, upon presentation of a receipt, the cost of securing flight insurance with a death benefit of \$250,000.00.
- A1709 Suitable and appropriate transportation (e.g., a production vehicle or taxi) will be provided to Performers who require accommodation for a disability or if circumstances warrant the provision of such transportation.

#### A18 – HOLDING CALLS

- A1801 **Hold-over on Location** In the event that the Producer requires a Performer to be on location on a day or days either prior to or following a contracted day of work in any one engagement, the Performer shall

be paid fifty percent (50%) of the Performer's contracted daily fee for the first two (2) such days and one hundred percent (100%) of the Performer's contracted daily fee for each such subsequent day, provided that if the Performer arrives on location on the evening prior to the morning Call of a contracted day or if the Performer leaves the location on the morning following a contracted day when scheduled carriers are available, the Performer shall be entitled to payment in accordance with Article A17 for the day of arrival and departure only. There shall be no compensation (other than that required by Article A17: per diems) when Performers are on Distant Location during the normal one (1) day or two (2) day weekly rest period, also known as "Production down days."

**A1802 Holding Call** In the event that the Producer directs a Performer to hold a day or days in readiness to be called to work, the Performer shall be paid not less than one hundred percent (100%) of the minimum daily fee for the appropriate category of performance for an eight (8) hour Call in respect of each day the Performer is on a "holding Call." The period of the holding Call shall commence at the hour specified by the Producer and shall end when the Performer is released from the Holding Call.

#### A19 – CANCELLATIONS AND POSTPONEMENTS

**A1901 Force Majeure** If production is frustrated or interrupted by reason of any cause beyond the reasonable control of the Producer, such as but not limited to war, fire, hurricane, flood, or governmental regulation or order in a national emergency, then the Producer may either cancel production (in which event the Producer shall pay to the Performer monies accrued to the date of such cancellation) or make such other arrangements with the Performer by way of postponement and the like, as may be practicable to fulfil the engagement.

**A1902 Single Production** If a single Production is cancelled for any reason other than that provided for in Article A1901, the Producer shall not be required to pay the Performers, provided notice of such cancellation is received by the Performers two (2) weeks in advance of the first Call and confirmed in writing. Should the Producer be unable to give a full two (2) weeks' notice, the Producer shall be liable for all time contracted in the two (2) week notice period.

**A1903 Series Production** Conditions for cancellation of a Series shall be the

same as for a single Production, except that notice of cancellation to a Performer engaged for more than a single Episode but fewer than twenty-six (26) Episodes shall be not less than three (3) weeks, and notice of cancellation to a Performer engaged for twenty-six (26) or more Episodes in a Series shall be not less than four (4) weeks. Failure by the Producer to provide notice as stated above shall make the Producer liable for all time contracted in the three (3) and four (4) week notice period referred to in the preceding sentence. Except as provided for elsewhere in this Agreement (see Article A2901), a Performer may cancel out of a drama Series or drama Serial Production provided written notice of the Performer's intent to cancel is given to the Producer at least eight (8) months prior to the effective date of the cancellation. Notice shall be deemed to have been given if sent by registered mail to the last known address of the Producer.

- A1904 **Remounting** Where a cancelled Production is subsequently remounted within a period of twelve (12) months from the original cancellation, Performers originally contracted shall have first opportunity to accept their previous assignments on such Production. After the expiry of the twelve (12) month period, the Producer has no obligation to the original Performers.
- A1905 **Performer's Engagement** If the Producer cancels a Performer's Booking or engagement on a Production that is subsequently produced, such Performer shall be paid in full the Performer's Contracted Fee(s), except where the cancellation occurred by reason of insubordination or misconduct of a serious nature.
- A1906 **Change in Scheduled Days** If for any reason, other than weather, the Producer changes a Performer's Booking or engagement to another day, the following conditions apply:
- (a) If the notice of change is given to the Performer less than twenty-four (24) hours before the hour scheduled for work to commence, the Performer shall be paid in full the Contracted Fee for the original day.
  - (b) If the notice of change is given to the Performer less than thirty-six (36) hours before the hour scheduled for work to commence, the Performer shall be paid fifty percent (50%) of the Contracted Fee for the original day.
  - (c) If thirty-six (36) or more hours' notice has been given, no payment to the Performer shall be required for the original day.

If such change in scheduled day conflicts with any other confirmed engagement, then the Performer shall be compensated in full for the engagement that the Performer is unable to fulfil. For the purpose of this clause, where the Call time of the Performer has not been specified, it shall be considered to be 10h00, except when it has been designated as a night shoot, in which case the Call shall be considered to be 19h00.

- A1907 **Scheduled Days** If the Producer cancels a Performer's scheduled day or days, the Performer shall be paid in full the Contracted Fee for such cancelled day or days, except as modified by other provisions of Article A19.
- A1908 **No Weather-Permitting Calls in Studio** No weather-permitting Calls shall be allowed for work in studio.
- A1909 **Illness** Should illness or other physical or similar cause prevent the Performer from carrying on the Performer's individual contract, the Performer shall provide a valid and verifiable medical certificate. If the Performer is absent by reason of illness for more than one day, the Producer may
- (a) terminate the engagement forthwith upon payment to the Performer of monies accrued to the date of the Performer's absence, or
  - (b) suspend the engagement for the period of absence and, subject to the Performer's other engagements entered into before the beginning of such period, extend the period of first Call by the period of absence.
- 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%) 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.

## A20 – WORKING ENVIRONMENT

### A2001 Dressing Room and Sanitary Provisions

- (a) Performers may refuse to commence work at any set or location where the Producer fails to provide the following facilities:
  - (i) a supply of pure drinking water;
  - (ii) a suitable seat for each Performer during rest periods;
  - (iii) a stretcher or a cot of a type suitable for use as a stretcher;
  - (iv) dressing room facilities where male and female Performers may separately change their clothing in privacy and comfort. No Performer may be asked to change in a public washroom (unless it is closed to the public at the time the Performer is required to change) or in unsanitary facilities;
  - (v) separate dressing room facilities for Minors of each sex;
  - (vi) a place (such as a locker room, dressing room with locks, or a secure area with facilities for checking personal belongings) for the proper safekeeping of the Performers' clothing during working hours;
  - (vii) clean and accessible toilets and washrooms.
- (b) The Producer shall, where possible, provide for the exclusive use of Performers clean and comfortable facilities (such as dressing rooms in studios and either trailers or Winnebagos on location) with reasonable temperature, adequate amount of space, and an easily accessible smoke-free area.
- (c) The Producer shall be responsible for damage to or loss of the Performer's wardrobe or property required by the Producer, unless the facilities described in Article A2001(a)(vi) are provided adjacent to the set or location on which the Performers are required to work. Notice of such damage or loss shall be given to an authorized representative of the Producer at the time the loss is discovered, but in no case more than twenty-four (24) hours

after the end of the workday.

- A2002 **Safety Provisions: Dancers** In no event shall any Dancer be asked or assigned to rehearse on unsafe floors, concrete, stone, or similar surfaces unless the surface is covered in such a manner as to result in a resilient dancing surface, except on “camera day” when the requirements of the Production make use of such non-resilient surfaces unavoidable. It is understood that the Producer may request that ACTRA waive the above provisions that address non-camera-day Rehearsal when it is deemed that such precautions are not necessary for the style of dancing to be performed (e.g., the minuet).
- A2003 **Clean Air** Whenever fire, fog, smoke, or other airborne special effects are used, the Producer will make best efforts to provide a room where Performers may breathe clean air when they are not required on the set.
- A2004 **Waiver** Upon written request by the Producer to the ACTRA National Executive Director (or his/her designate), the working provisions of this Agreement may be waived where it is established that it is physically impossible to comply or that the burden involved in compliance is unreasonable. The rates and fees paid to a Performer shall not be waived or changed by any waiver.
- A2005 The Parties agree that safety of Performers is a fundamental issue. When a Performer completes an audition or a call between the hours of 22h00 and 6h00, the Producer shall, except when the Performer declines, provide either transportation to the Performer’s home or to his or her place of accommodation within the zone or an escort until the Performer has boarded the nearest public transit that will transport the Performer to his or her home or to his or her place of accommodation within the zone.
- A2006 If known at the time of contracting, the Performer shall be informed if there are to be airborne special effects (such as fog or smoke), cigarette smoking, or animals on set.
- A2007 If known at the time of audition, the Performer shall be informed when smoking is a requirement of the engagement.

## A21 – UPGRADING

- A2101 When a Performer is upgraded in category during the course of

production (except as provided for in Article C405: Background Performers upgraded in a Background Performer category), the Performer shall receive payment in accordance with fees and rates for the higher category of performance for the entire period of the engagement in the same Production or Episode. When a Background Performer, by virtue of an individual characterization or the addition of unscripted dialogue, is upgraded to Principal Actor or Actor, the Performer shall be contracted and receive payment in accordance with the fees and rates for the higher category, for the day on which he or she is upgraded. If the Background Performer is called back for the same role in the same Production (meaning, in reference to a Series, the same Episode), the Performer shall continue to receive payment in accordance with the fees and rates for the higher category of performance for the remainder of the engagement. Otherwise, the Performer shall revert back to the original rate of engagement.

## A22 – DOUBLING

- A2201 **Performers Doubling** Performers (on- or off-camera), except Background Performers, who are engaged to perform in more than one category or Role shall receive an additional payment of fifty percent (50%) of the day's total Net Fee for each day on which the additional category is scheduled and/or performed. The foregoing may not apply in the case of live pickup of stage Productions under the jurisdiction of the Canadian Actors Equity Association (see Article A3101).
- A2202 An Actor may do minor singing or dancing as an integral part of a dramatic Role without additional compensation. A Singer may speak lines or dance a few steps that are incidental to the Role, or a Dancer may speak lines or do minor singing that is incidental to the Role, without additional compensation.
- A2203 Participation in off-camera crowd noises shall not be considered as doubling, and is permissible without additional compensation.

## A23 – OTHER DUTIES

- A2301 **Additional Services** When a Performer is required to provide additional services such as contacting other Performers, arranging for Auditions, arranging for Rehearsals, etc., such Performer shall report to the Producer and to the steward the amount of time involved. Such time shall be paid for at a rate not less than the Performer's minimum

hourly rate for the Performer’s category.

**A2302 After-Shows** Performers engaged for warm-ups and after-shows shall receive minimum payment as follows, in addition to any fees required to be paid for a Production in which the Performer is engaged: all Performers in warm-ups and after-shows shall be paid an amount of \$244.75 / \$249.75 / \$254.75 for each engagement. The above fees shall include two (2) hours included work time for each occasion. Any work time in excess of two (2) hours per occasion shall be paid at the hourly rate of a Principal Actor.

**A2303 Choreographer** When an ACTRA member is engaged as a Choreographer, the person so engaged will be compensated at not less than the applicable daily or weekly Solo Dancer fee for all time spent on the engagement.

**A2304 Vocal or Dialogue Coach** When an ACTRA member is engaged as a Vocal or Dialogue Coach, the person so engaged will be paid at the rate of one and a half (1½) times the applicable daily or weekly Solo Singer fee for all time spent on the engagement.

**A2305 Billboards and Bumpers** Minimum guarantee for each thirteen (13) Uses (four [4] hours included work time):

<b>Category</b>	<b>Rate</b>
On-camera Performer	\$661.50 / \$674.75 / \$688.25
Off-camera Performer & Group Singers	332.75 / \$339.50 / \$346.25

**A2306 Public Service Announcements**

(a) If the requirements of subparagraph (c) are met, Performers are permitted by ACTRA to waive their fees payable under the terms of subparagraph (b).

<b>(b) Category</b>	<b>Fee</b>	<b>Included Work Time</b>
On-camera Performer	\$710.00 / \$724.25 / \$738.75	8 hours
Off-camera Performer	\$497.75 / \$507.75 / \$518.00	1 hour

Hourly rate in excess of  
included work time up to and including 8th  
hour on any one day

	\$88.75 / \$90.50 /
	\$92.25

Upon payment of the above fees to Performers, such Public Service Announcements may be used up to a maximum period of three (3) years from first Use of the announcement. If additional Use is desired, such additional Use may be contracted for further periods, each not more than three (3) years, upon

- (i) renegotiation with the Performer(s) concerned;
- (ii) the Performer(s) being re-contracted; and
- (iii) the Performer(s) being paid not less than one hundred percent (100%) of the fee paid at the time of original production.

(c) **Waiver of Fees** A Performer may voluntarily consent to waive his or her minimum fee for the inclusion of a performance, interview, or appearance in a Public Service Announcement, with the written consent of ACTRA. Prior to the commencement of Productions that could be categorized as public service in nature, the Producer may submit in writing an application for a waiver of all or part of the Performers' fees. The Application shall contain full information relating to the grounds for the waiver relied upon by the applicant Producer, including, without limitation,

- (i) whether the air time is donated or partially donated by the broadcaster of the announcement, and
- (ii) whether the Producer(s)/Director(s)/others providing services or goods to the Producer are waiving all or part of their fees.

ACTRA shall take into account all of the above noted factors in reaching a decision as to whether to allow Performers to agree to waive all or part of their Fees. Any agreement reached in respect of the waiver of Performer fees shall be in writing.

#### A2307 **Interstitial Rates**

- \$335.25 / \$342.00 / \$348.75 per ten (10) minutes of finished recording, with one (1) hour of included work time
- \$88.75 / \$90.50 / \$92.25 per hour additional work time

Where the performance includes thirty (30) minutes or more of finished recording in one (1) day, a thirty percent (30%) discount applies.

**A2308 Preproduction Rehearsal and Reading Session** Prior to the commencement of production, Performers may be called for Rehearsal(s) and/or Reading Session(s). Subject to the agreement of the Performers concerned, Rehearsal performance may be temporarily preserved. Use of such preserved performance is prohibited and the recording shall be discarded when it has served its assessment purpose. Performers shall be compensated for time spent in Rehearsal(s) and/or Reading Session(s) at the Performer's contracted hourly rate, with a minimum two (2) hour Call and half (1/2) hour increments thereafter.

#### A24 – NUDE SCENES

Where the requirements of a Role involve nudity, the following conditions apply:

##### A2401 Auditions

- (a) Performers shall be advised in advance of Auditions if nudity or simulated sexual activity or love scenes of any kind are a requirement of the script.
- (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.
- (c) In the event that nude or semi-nude Auditions are to be held, the Producer must advise ACTRA in advance.
- (d) When a callback Audition requires nudity or semi-nudity, the Performer shall be notified of this requirement in advance.
- (e) The nude or semi-nude Audition 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 Auditions will be closed and will be limited 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. A representative of

ACTRA may be present in addition to the five (5) Producer's representatives.

- (g) No photos, filming, taping, or preservation of such Audition by any means whatsoever will be permitted without the prior written consent of the Performer, which written consent must be provided on a form approved by ACTRA.
- (h) No sex acts shall be required of any Performer at any Audition.
- (i) Performers will be required to Audition nude or semi-nude on one (1) occasion only.

## 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 required.

The attachment may also include the following:

- (i) the storyboard or shot list detailing how the scene(s) will be shot;
- (ii) the location where the scene(s) will be shot;
- (iii) any other Performers also appearing in the scene, and whether such Performers will also be nude or semi-nude; and
- (iv) the script of the relevant scene(s).

Such contract and attachment must be submitted to the Performer in writing at least forty-eight (48) hours prior to the signing of the Performer's contract. The Performer shall execute and return a

copy of the contract and attachment to the Producer by the earlier of within forty-eight (48) hours of receipt or commencement of rendering services. In exceptional circumstances, when a Producer is required to replace a Performer who has been previously contracted for a nude scene on short notice (i.e., within forty-eight [48] hours of said Performer's first contracted day), then the forty-eight (48) hour provision may be waived, but all other conditions of Article A24 apply.

- (b) Performers may refuse to do anything not specified in the Performer's contract, without liability or forfeiture of any portion of the Contracted Fee.
- (c) All Performers' contracts must contain as a rider to such contracts all provisions of this Article.
- (d) The minimum fee for a Background Performer appearing nude in a scene shall be not less than that specified herein for an Actor, but such performance shall not attract Use or residual fees. The minimum fee for an Actor appearing nude in a scene shall not be less than that of a Principal Actor; however, only those fees earned as a function of the Actor category shall attract residual payments or Use fees.

#### **A2403 Rehearsal and Performance**

- (a) With the exception of the final Rehearsal for camera and lighting, there will be no rehearsing in the nude or semi-nude.
- (b) During the final Rehearsal and during the shooting of nude or semi-nude scenes, the set will be closed to all persons (and observation by means of a monitor prohibited) except for those having a direct and proven professional need to be present. Unauthorized use of cell phones, mobile devices and personal cameras will be prohibited on a closed set.
- (c) Except for continuity purposes, still photos, Polaroids, etc. of nude or semi-nude scenes will be taken only if the Performer gives prior written consent, said consent to specify the nature of the photo and the planned use of said photo. Unused stills, Polaroids, etc. and negatives of such scenes will either be turned over to the Performer concerned or otherwise accounted for to the Performer's satisfaction.
- (d) Clips or stills of nude or semi-nude scenes shall not be used in promotion, publicity, and trailers, including in New Media, or, in



the case of television, in recaps of previous Episodes, without the written consent of the Performer.

- (e) Using a body double of a Performer who did not originally perform in the nude in the Production to create a nude or semi-nude scene in a Production shall not be done without the written consent of the Performer originally contracted for the Role. A complete description of the scene to be doubled will be submitted to the originally contracted Performer at the time consent to the use of a double is sought. Use of a body double of a Performer is permitted where a Performer was contracted and performed in a nude or semi-nude scene in the Production and has given general consent, provided that the use of such double is limited to the general outline of the original nude scene. The Performer shall be given a right to disapprove fifty percent (50%) of the proposed body doubles presented by the Producer to the Performer.
- (f) With the consent of fellow Performers, and with the consent of the director, the Performer may have the Performer's personal representative on the set.
- (g) Where necessary to verify contractual obligations, Performers may request to view the footage at the "fine-cut" stage of a scene in which they appear nude, semi-nude, or in scenes of a sexual nature. Permission to view such footage shall not be unreasonably withheld.

## A25 – RISK PERFORMANCE

- A2501 Performers shall not as a rule be required to undertake Risk Performances. Whenever possible, Producers shall engage qualified Stunt Performers to undertake such work.
- A2502 Where it is not possible to engage a qualified Stunt Performer and other Performers are called upon to undertake a Risk Performance, they may
  - (a) negotiate an additional fee, which shall not be less than the fee for a Stunt Performer, or
  - (b) refuse to perform the Risk Performance, but such Performers shall be paid fully for the engagement.
- A2503 Notwithstanding any agreement to proceed, the Parties reserve the right to review the circumstances and require that a Stunt Fee be paid.

If the Parties fail to agree, the matter may be referred to the Joint Standing Committee.

## A26 – STUNT PERFORMANCE AND COORDINATION

A2601 **Categories** The following are the stunt performance categories:

- (a) **Stunt Performer** A Performer specially trained and knowledgeable in the engineering and performance of stunt work, as the term is generally understood in the industry, relating to a performance that would be considered dangerous if not performed by a Performer with such special training.
- (b) **Stunt Actor** A Stunt Performer who is engaged to enact a character (which may include up to ten [10] words ) and who performs Stunt work.
- (c) **Stunt Double** A Stunt Performer who performs only the physical double for the character that the Performer was assigned to double.
- (d) **ND Stunt** A Stunt Performer who is engaged to perform a nondescript stunt or a general stunt that is not attributed to a specific character.
- (e) **Stunt Coordinator** A Stunt Coordinator is responsible for the creation and engineering of stunts and the engagement of Stunt Performers. The Stunt Coordinator must be a member of ACTRA and be an experienced and qualified Stunt Performer. In consultation with and subject to the approval of the Producer, the Stunt Coordinator is responsible for determining
  - (i) the number and category of personnel required for the stunt,
  - (ii) the amount of stunt adjustment that is required for each performance of each stunt, and
  - (iii) the safety precautions that are required for each stunt.

It is the responsibility of the Producer or Production staff to communicate any scheduling changes.

- (f) **Associate Stunt Coordinator** On all Productions that qualify as Canadian content and on which a non-Canadian Stunt Coordinator is engaged (subject to Article A7), the Producer shall also engage a Canadian Performer as an Associate Stunt Coordinator, whose terms and conditions of engagement shall be no less than those specified herein for the category of Stunt Coordinator.

**A2602 Fees**

- (a) **Stunt Performer** The minimum daily fee shall be that set out in Article B101, Category (a), plus residual payments or Use fees.
- (b) **Stunt Fee** The fee for a Stunt Performer to perform a stunt shall be that set out in Article B101, Category (a), plus any additional amount (stunt adjustment) that may be negotiated between the Stunt Performer and the Producer in relation to the difficulties, danger, risks associated with wardrobe requirements, and other pertinent details regarding the stunt to be performed.
- (c) **Performance of Same Stunt on Same Day** A twenty-five percent (25%) discount of the negotiated stunt fee may be applicable for the re-performance of a stunt if the same Stunt Performer, for any reason, is required to repeat the same stunt on the same day.
- (d) **Stunt Actor** The minimum daily fee shall be that set out in Article B101, Category (a), plus fifty percent (50%) only on those days in which the Stunt Actor performs the Role, plus residual payments or Use fees.
- (e) **Stunt Double/ND Stunt Performer** The minimum daily fee shall be that set out in Article B101, Category (a), subject to Article A2201 with respect to additional categories and/or Roles performed, plus residual payments or Use fees.
- (f) **Stunt Coordinator** The minimum daily fee shall be that set out in Article B101, Category (f) for an eight (8) hour day, with no residual payments or Use fees and no meal penalties. The minimum rest between days will be ten (10) hours. Work in excess of eight (8) hours shall be payable in accordance with Article A12. However, Stunt Coordinators will participate in units assigned to Performers on the aggregate amount of Distributors Gross Revenue and will form a part of the rateable distribution to Performers as outlined in Article B512.
- (g) **Conditions for a Weekly Contract** The weekly rate as set out in Article B201 shall apply only to Stunt Performers, Stunt Doubles, and ND Stunt Performers. Engagement under a weekly contract includes the performance in any one (1) of the foregoing stunt performance categories per day during a specific five (5) day week. Any additional performance in any one (1) day requires an additional contract(s).

- (h) **Consultation for Stunt Performer** There shall be a consultation fee of \$201.00 / \$205.00 / \$209.00, for which a Stunt Performer may be available for up to four (4) hours, with additional hours thereto to a maximum of eight (8) hours payable at the Stunt Performer's hourly rate, when called by the Producer to discuss the feasibility and/or planning and/or engineering of a Stunt. The foregoing fee will not be payable on days when such Stunt Performer is engaged to perform such stunt.
  - (i) **Consultation for Stunt Coordinator** There shall be a consultation fee of \$461.25 / \$470.50 / \$480.00 for which a Stunt Coordinator shall be available for four (4) hours, beyond which the Stunt Coordinator shall be entitled to the daily fee.
  - (j) **Stunt Performer Enacting Role** Except as provided for in Article A2602(d), the Contracted Fee for a Stunt Performer or Stunt Double shall be exclusive of any performance in a residual category (e.g., Principal Actor, Actor, etc.). If the Stunt Performer, in addition to performing the Stunt, also enacts the Role of the character involved in the stunt (with the above-noted exception for a Stunt Actor Role), an additional performance fee applicable to such performance category shall be the Stunt Performer.
- A2603 **Audition** The Producer may audition a Stunt Performer in order to establish the suitability of the Stunt Performer for photographic reasons or for reasons relating to an acting performance. However, a Performer so auditioned shall not be required to perform the intended stunt on a trial basis for Audition purposes.
- A2604 **Contract of Engagement** Prior to any stunt performance, a contract (inclusive of riders, if any) will be signed between the Performer and the Producer specifying:
- (a) the precise nature of the stunt to be performed,
  - (b) the Performer's agreement to perform the stunt as specified,
  - (c) the amount of the stunt fee for each performance of the stunt, and
  - (d) the nature of the agreement between the parties concerning indemnity.
- A2605 **Stunt Doubling for Females, Visible Minorities and Performers with Disabilities** Where a Stunt Performer doubles for a Role that is identifiable as female or a visible minority (including but not limited to

Aboriginal persons), and/or a Performer with a disability, 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. Where the Role is not so identifiable, the Producer shall use best efforts to increase the employment of women and visible minorities (including but not limited to Aboriginal persons) and/or Performers with disabilities with due regard for safety for such stunts.

**A2606 Creating and Engineering Stunts** The creation and engineering of a stunt and the engagement of other Stunt Performers shall be governed by the following:

- (a) Actual work involved in accomplishing the stunt, including engineering and planning details, shall be satisfactory to the Stunt Performer, particularly when the Performer has not been retained to engineer and/or plan the stunt as well as perform in it.
- (b) In creating, performing, or engineering a stunt, a Stunt Performer may also be contracted for a negotiable fee to engage other Stunt Performers who may be known to that Stunt Performer as specialists in the stunt work of the particular type required (e.g., auto crashing, stunt work with horses, tree felling, etc.) Casting of additional Stunt Performers when required shall be mutually satisfactory to the Producer and to all Stunt Performers engaged for the same stunt.

**A2607 Scripted Stunts** Except for bona fide emergencies, no Background Performer hired as such may be engaged for scripted stunts on any Production if, on that day, the Background Performer was engaged as a Background Performer in the same Production.

A non-scripted stunt is a stunt not called for or contemplated by the action in the script, and not pre-planned, preconceived, or deliberately omitted for the purpose of evading this rule.

**A2608 Safety and Protection of Performers**

- (a) A paramedic or registered nurse shall be present on all sets where hazardous work is planned. The Producer shall properly equip this person, establish the capabilities of nearby medical facilities, and provide transportation and communication with these facilities.
- (b) When a Production requires scripted or non-scripted stunts, a Stunt Coordinator shall be engaged and present on the set where appropriate in accordance with customary industry practice. No

Performer without requisite training and/or experience shall be required to perform a stunt without an opportunity for prior consultation by the Performer with such qualified Stunt Coordinator, or other individual with the requisite experience and/or expertise in the case that a Stunt Coordinator is not required.

- (c) Persons involved in the planning and/or execution of a stunt shall be entitled to inspect any vehicle, mechanical device, and/or equipment that is to be used in the execution of such stunt, on the day prior to its use, provided that the equipment is available. In any event, such persons shall be granted reasonable time for such inspections. No payment shall be due for such final inspections.
- (d) Producers shall instruct Stunt Coordinators to notify the local ACTRA office of scripted stunts involving non–Stunt Performers, which notice shall include the date, location, and Producer involved, to the extent known.
- (e) The Performer’s consent shall be a requisite precondition to performing stunts or Risk Performances. This consent shall be limited to the stunt or activity described to the Performer at the time consent was solicited. The Performer does not have to consent; the Performer may always request a double.
- (f) All reasonable requests and requirements for safety equipment in connection with the performance of stunts shall be complied with by the Producer or the Producer’s representatives on the set or location.
- (g) Equipment provided by the Producer (e.g., autos, motorcycles, wagons) shall be in suitable repair for the safe and proper performance of the stunt.
- (h) No Performer shall be required to work with dangerous animals without a qualified handler or trainer being present on the set.
- (i) No Stunt Performer shall be rigged with an explosive device of any kind without the presence of a special effects person qualified in the film and television industry and a member of the police Emergency Task Force squad or equivalent (e.g., a member of the Sûreté du Québec) with appropriate special explosives training on the set. All Performers rigged with an explosive device (e.g., squibs) shall be considered to be undertaking a Risk Performance.

- (j) Stunt Performers shall have the right to negotiate for additional compensation for any stunt work required that is over and above that originally agreed upon.

**A2609 Safety Guidelines** The Producer shall obtain and adhere to all applicable safety guidelines issued by the applicable provincial government ministries. The Producer further agrees to co-operate in disseminating such guidelines and adhering to future addenda and/or changes implemented by such ministries. When weapons are to be fired, the Producer, through the Stunt Coordinator, shall use best practices to ensure that all Performers directly involved, including those Performers at whom the weapon is aimed or fired, are properly trained.

**A2610 Insurance for Stunt Performers** The Producer is obligated to provide that its general liability insurance policy covers Stunt Performers and Coordinators.

**A2611 Stunt Driving Guidelines** When the Producer requires any of the following conditions to occur, a vehicle driver shall qualify as a Stunt Performer:

- (a) when any or all wheels leave the driving surface;
- (b) when tire traction is broken (i.e., skids, slides, etc.);
- (c) when the driver's vision is substantially impaired by dust, spray (when driving through water, mud, etc.), blinding lights, restrictive covering of the windshield, smoke, or any other condition restricting the driver's normal vision;
- (d) when any aircraft, fixed-wing or helicopter, is flown in close proximity to a vehicle, creating hazardous driving conditions;
- (e) whenever the speed of the vehicle is greater than is safe for the condition of the driving surface; when other conditions exist such as the close proximity of two or more vehicles or unusual road conditions; when obstacles or difficult terrain creates conditions dangerous to the driver, passengers, film crew, bystanders, or the vehicle; and when off-road driving other than normal low-speed driving for which the vehicle was designed occurs.
- (f) When, for safety reasons a Performer is doubled on camera as the driver of or passenger in a vehicle, the Stunt Double shall qualify as a Stunt Performer.

**A27 – MINORS**

**A2701 Preamble** The Parties recognize the special situation that arises when Minors are engaged in the workplace. The Parties are dedicated to ensuring a safe environment for all Performers, with extra care given to the proper health, education, morals, and safety of Minors. For the purposes of this Agreement, the term “Minor” shall refer to Performers under the age of 18 years. The term “Parent” shall include the Minor’s legal guardian. Furthermore, the Parties agree that they shall be guided in all respects by what is in the best interests of the Minor, which shall always prevail in the interpretation, application, and administration of the terms of this Agreement.

Although the following special provisions apply only to Minors, Minors are also subject to the minimum terms and conditions stipulated elsewhere in this Agreement. In the event of a conflict between Article A27 and the other terms of this Agreement, then the terms of Article A27 shall prevail.

**A2702 Violations** The Parties acknowledge that a breach or violation of the provisions of Article A27 may result in harm to a Minor, and therefore the Parties undertake to act expeditiously when a violation is alleged to have occurred. In this regard ACTRA and the Associations may agree that the circumstances are such that any time periods or steps established pursuant to the Grievance procedure may be abridged, in order that the dispute may be resolved or breach or default be cured as soon as possible. The Joint Standing Committee shall be entitled to award damages to an aggrieved party for breach of the provisions of Article A27 where the Committee feels such damages are warranted.

**A2703 Conditions of Engagement**

- (a) The Producer shall advise the Minor’s Parent(s) at the time of engagement of the complete terms and conditions of the employment, including, but not limited to, studio; location; estimated hours, including any night shoots (i.e., between 19h00 and 06h00); hazardous work; and special abilities required, including performances where a Minor is asked to perform activity with a level of physical proficiency or other physical skill superior to that of the average Minor. The Producer shall furnish the Parents with a script, plus all revisions, prior to shooting.
- (b) In case of night shoots, thirty-six (36) hours’ notice shall be



provided to a Parent responsible for the Minor, subject to the exigencies of production. In the event that less than thirty-six (36) hours' notice is provided, such notice shall be provided to the Minor's Parent and to ACTRA.

- (c) When, prior to the Audition, it is known that a Minor will be required for a night shoot during the course of the Production and it is not possible to provide at least forty-eight (48) hours' notice of the night shoot, details will be provided to a Parent responsible for the Minor prior to the Audition Call, to allow each Parent to make an informed decision as to whether they wish the Minor to Audition for the Role.
- (d) In the case of work requiring superior physical skill, a description of the activity required will be provided in the Minor's contract, if known at the time of contracting. If not notified at the time of contracting, a Parent responsible for the Minor shall be notified at least forty-eight (48) hours in advance of when the Minor will be asked to perform work requiring superior physical skill. In the event that forty-eight (48) hours' notice cannot be given, the Minor shall not be required to perform work requiring superior physical skill unless the Minor's Parent consents, such consent not to be unreasonably withheld. In such instances, notice shall also be given to ACTRA.
- (e) A Minor, and anyone charged with the care of the Minor, such as a parent or chaperon, should be provided with information regarding the environment in which the Minor is working. This information should include the following, as applicable: health and safety precautions for the venue or location; relevant policies and procedures; traffic patterns on location; safe waiting areas for Minors on location; restricted areas; the location of rest areas/rooms, toilets, makeup areas, and other relevant areas; emergency procedures; and the appropriate person(s) with whom to discuss any health and safety concerns and what action(s) to take in the event of a health and safety concern. The provision of this information shall be considered part of the workday.

#### **A2704 Parental Responsibilities**

- (a) The Parent shall familiarize himself or herself with the requirements of the Role as described in the script or otherwise disclosed to the Parent. The Parent shall be given a copy of Appendices 14 and 15. Appendix 14 and, if applicable, Appendix

15 shall be completed and delivered to ACTRA and the Producer after Booking by the Producer, but prior to the delivery of a contract to the Parent, or in the case of a Minor engaged in the Background Performer categories, prior to the commencement of work.

- (b) The Parent shall disclose, in writing, any medical history or condition or any attitudinal or psychological condition of which the Parent is aware that might foreseeably interfere with or have an impact on the Minor's ability to carry out the Role for which the Minor is being considered.
- (c) Subject to Article A2708(b), where the Parent is not present with the Minor at all times, the Parent shall execute, and deliver with the contract, an Emergency Medical Authorization (see Appendix 15) enabling the Producer to obtain emergency medical treatment for the Minor in the event that the Parent cannot be located immediately when such treatment is required.

#### **A2705 Workday and Rest Periods**

- (a) Subject to A2705(c), the workday shall not exceed eight (8) consecutive hours per day, excluding meal periods but including tutoring time.
- (b) For Minors under 12 years of age, overtime is forbidden.
- (c) For Minors aged 12 to 15, a maximum of two (2) hours per day of overtime may be permitted, provided that in the event that a Minor is required to work a cumulative maximum of four (4) hours of overtime on three (3) consecutive days, the Minor shall not be required to work any overtime on the immediately following day, notwithstanding that the Parent consents. Such Minors shall be given rest periods of not less than twelve (12) hours between the end of one workday and the beginning of the next workday.
- (d) For Minors under 12 years of age, there shall be a rest period of not less than twelve (12) hours between the time the Minor arrives at home (or place of accommodation while at a Distant Location) and the time that the Minor leaves for the set for the next Call.
- (e) When the Producer is required to provide transportation, Minors shall leave the set within thirty (30) minutes of the end of the Minor's working day. The Producer shall ensure that transportation home (or to place of accommodation) is provided for any Minor wrapped after dark.

- (f) The workday for Minors aged 16 and 17 shall not exceed twelve (12) consecutive hours per day, excluding meal periods but including tutoring time. Rest periods shall be twelve (12) hours between the end of one workday and the beginning of the next workday.

**A2706 Minimum Call** The minimum Call for a Minor under the age of 12 shall be four (4) hours. The minimum fee for such four (4) hours shall be half (1/2) the minimum daily fees provided for in Article B101. Where the Call extends beyond four (4) hours, the Call shall automatically revert to an eight (8) hour Call.

**A2707 Time before Camera or in Rehearsal** Minors shall not be continually required before the camera or under lights for longer periods of time during a work session than specified below. Breaks shall be taken away from the set when and wherever possible.

2 years and under	15 consecutive minutes (minimum break 20 minutes)
age 3–5	30 consecutive minutes (minimum break 15 minutes)
age 6–11	45 consecutive minutes (minimum break 10 minutes)
age 12–15	60 consecutive minutes (minimum break 10 minutes)

**A2708 Presence of Parent**

- (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 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) The Parent shall advise the Producer if and when he or she will be present. When the Parent is not present, a responsible chaperon not less than 21 years of age shall be appointed by the Parents to assume full supervision of the Minor for the duration of the engagement.
- (c) The appointment of the Minor's chaperon shall be completed in triplicate on the form provided in Appendix 15, one copy of which shall be provided to the Producer, one copy sent to ACTRA, and

one retained by the Parent.

- (d) The Parent shall not interfere with production unless interference is required to ensure the Minor's safety.
- (e) The Producer shall bear the travel expenses and per diem of one (1) Parent accompanying a Minor to a Distant Location. The amounts of such travel expenses and per diem shall be equivalent to those paid to a Performer under this Agreement (see Article A17). A Minor aged 16 or 17 living with a Parent shall have the right to travel to a Distant Location with a mutually agreed-to Chaperon provided by the Producer, unless the Minor's Parent(s) consents in writing to such Performer travelling alone. If the Minor travels alone, a Parent or Chaperon shall accompany the Minor between the airport, train station, or the like, and the set or the Minor's hotel. In no case shall the Minor work or be held on a Distant location without a Parent or Chaperon.

#### A2709 **Dangerous Work**

- (a) No Minor shall be required to work in a situation that places the Minor in clear and present danger to life or limb, or if the Minor or Parent believes the Minor is in such a situation. Where a Minor is engaged to perform subject matter that the Producer knows, or ought reasonably to know, could be psychologically damaging to the Minor, a psychologist or therapist properly accredited by the applicable provincial ministry shall be hired by the Producer to guide and assist the Minor to handle the emotional and mental stress of such subject matter. The Producer shall be required to carry out the psychologist's or therapist's recommendations, which may include such psychologist or therapist being present on set.
- (b) **Scenes Depicting Child Abuse, Disturbing Violence or Carnal Acts** Without limiting the generality of subparagraph (a), when a Minor is engaged to perform in a scene that depicts child abuse, disturbing violence, or carnal acts, the Producer shall consult with the Parent and, should the Parent agree, make available to the Minor and his or her Parent a psychologist or therapist properly accredited by the applicable provincial ministry to assist the Minor in preparing for and participating in any such depiction. A Minor shall not be present during such scenes unless it is essential for the Child to be on camera.

- (c) In cases where the Parent or tutor observes that a Minor is or appears to be suffering emotional, physical, or mental stress during the course of production (which may be evidenced by changes in behaviour), a psychologist or therapist properly accredited by the applicable provincial ministry shall be, subject to the Parent's consent, engaged by the Producer to assess the situation and suggest reasonable and effective means to deal with the stress-causing factors.

## **A2710 Tutoring**

- (a) When a Producer engages a Minor as a Performer, the education of such Performer will not be jeopardized or hampered by such engagement. The Performer must be provided with tutoring appropriate to the Minor's educational requirements. For Performers under the age of 6, no tutoring is required.
- (b) Where a Minor is engaged in a Production such that the Minor is required to miss at least two (2) days of regular school in a given school week, or at least five (5) days of regular school in a school year over the course of a Production or Series, the Producer agrees to employ a tutor to provide educational instruction to the Minor from the first day of such engagement. The Parent shall be responsible for providing to the tutor the Minor's schoolbooks and assignments from the Minor's regular school. Call sheets prepared by the Producer shall reflect scheduled time planned for tutoring, subject to paragraph (f) of this Article.
- (c) If the Production schedule is subsequently changed such that the Minor is required to miss, or actually misses, at least two (2) days of regular school in a given school week, or at least five (5) days of regular school in a school year over the course of a Production or Series, then the Producer shall be obligated to employ a tutor to provide educational instruction to the Minor only from the date of the change of the Production schedule (and not from the start of the Minor's engagement), and subject to the Producer's instituting those measures for tutoring proposed by the Minor's principal or teacher.
- (d) Tutors will be properly qualified. The Producer and ACTRA shall advise the Parent to consult with the Minor's school and secure the Minor's regular school assignments and school books that will be used by the Minor and the tutor. Any tutor employed by the Producer shall have proper provincial certification(s) and/or

teaching credentials as required by the Minor's regular school. If a Minor's regular instruction primarily occurs in some language other than English, teaching in that language will be provided.

- (e) During the course of a Minor's workday the Minor is entitled to tutoring (i.e., educational instruction from a tutor) for a minimum of two (2) hours per Production workday, in blocks of no less than thirty (30) minutes of tutoring sessions at a time, commencing when instruction in the classroom actually begins, provided that the maximum amount of instructional time per day is five (5) hours per day.
- (f) All educational instruction must commence within the first three (3) hours of any Minor's workday and must be completed within the Minor's workday. Tutoring time is exclusive of the Performer's personal break time. When Tutoring is required, the Minor shall have access to the tutor during the workday when the Minor is not required to work.
- (g) The ratio of tutors to Minors who are engaged as regulars on a Series or are engaged to perform in leading Roles (Series regulars) shall not exceed one (1) tutor for every five (5) Minors in the classroom. A maximum of ten (10) Minors (Series regulars and non-regulars) may be instructed in the classroom by one (1) tutor provided that there is no adverse effect on the educational needs of the Series regulars.
- (h) **Tutoring Area** The Producer will be responsible for providing an adequate teaching area that, where practicable, approximates a classroom setting and that is quiet, clean, climate-controlled, and adequately lighted and ventilated. Minors must not receive educational instruction while being transported to or from a location or set.
- (i) The Producer will provide basic schooling supplies and appropriate furniture and equipment, including a computer, printer, and other applicable equipment, if required by the Minor's school curriculum. For Minors 5 years of age and under the Producer will provide a separate, cheerful playroom, complete with basic toys and games, where practicable.
- (j) The Producer shall require the tutor to prepare a weekly written report for each Minor covering attendance, grades, and the like. These reports (or copies) shall be given to Minor's Parent to deliver to the Minor's regular school at the end of each

assignment or as required by the school.

- (k) Production time sheets indicating each Minor's attendance in the classroom shall be forwarded to the ACTRA steward on a weekly basis.

#### **A2711 Banking of Tutoring Time**

- (a) Banking of tutoring time shall be permitted only when the combined work/school schedule is unusually heavy in a particular week. Banking of tutoring hours is a privilege that requires permission of the tutor and the Parent of the Minor. At any time, a tutor and the Parent may decide that it is in the best interest of the Minor to cease the banking of hours.
- (b) Banking of hours shall be allowed in order to permit that, during the course of a Minor's work week, the average amount of instructional time per day that the Minor shall receive is two (2) hours per workday, subject to the maximum of five (5) hours per day as per subparagraph (d) below. Subject to subparagraphs (c) and (d) of this Article, in no event shall there be a total of less than ten (10) hours of educational instruction per work week.
- (c) A maximum of four (4) hours of tutoring time can be accumulated per week by the Minor and credited against the minimum requirements set out in Article A2710(e). At no time will the Minor have accumulated more than four (4) hours of Tutoring time. Such accumulated tutoring time may commence no earlier than the week immediately prior to principal photography and shall not occur on Production down days or weekends (unless the Minor has been called to work during that time).
- (d) A maximum of four (4) hours of tutoring time can be owed to the Minor on an ongoing basis and debited against the minimum requirements set out in Article 2710(e). At no time will the Minor be owed more than four (4) hours of tutoring time. The fulfillment of owed tutoring time shall be concluded no later than the week immediately following principal photography and shall not occur on production down days or weekends.
- (e) Banked hours may not extend the workday as defined in Article A2705.
- (f) In the event that a Minor is called to work for the sole purpose of being instructed by the tutor, such day shall be paid as a full day at the contracted daily fee, during which the instruction time with

the Tutor shall not exceed five (5) hours.

- (g) It is the Producer's responsibility to ensure that an accurate weekly record is kept reflecting when tutoring time is banked and when it is used.
- (h) To qualify as banked time, the Minor must always be under the immediate supervision of the tutor.
- (i) Homework is not to be counted as banked tutoring time.

**A2712 Minors' Coordinator** When Minors are engaged, one individual on each set or location will be designated by the Producer to coordinate all matters relating to the welfare and comfort of such Minors. The Minors' Parents will be notified of the name of the individual designated as coordinator. On any set on which six (6) or more Minors are engaged, the coordinator's primary responsibility shall be the welfare and comfort of the Minors, in which case such coordinator shall not double as a tutor, unless all Minors are being tutored at the same time.

**A2713 Time of Calls** Auditions, interviews, individual voice and photographic tests, fittings, wardrobe tests, makeup tests, read-throughs, and photographic conferences for Minors shall take place only after school hours on school days and will end before 20h00 on days before school. Calls for actual production shall not be so limited. However, Minors shall not be required to work after 23h00 without the consent of the Parent.

**A2714 Food** The Producer recognizes the special nutritional requirements of Minors. To that end, the Producer shall provide Minors with a selection of milk, juices, and healthy snacks. All Minors under the age of 14 shall be fed meals on the basis of a schedule reasonably approximating their normal meal times, which may be provided during a break and shall not require a meal period as set out in Article A14.

**A2715 Infants**

- (a) An Infant means a person who is less than 2 years old and more than 15 days old. A person who is less than 15 days old shall not be permitted to be engaged.
- (b) It is recommended that the Parent/guardian secure a written statement from a physician confirming that he or she has examined the Infant, that the Infant is in good health, and



whether there is any reason why the Infant should not be engaged.

- (c) The Producer will provide a separate, sanitary room for the care and rest of Infants employed. This will include a crib, a changing table, and a private, quiet, and warm room where the Infant may be fed and may rest without being held. Infant accessories provided by the Production company, such as bassinets, cribs, and changing tables must be sanitized at the time of delivery to set and on a regular basis.
- (d) Once wardrobe and props have been issued by the Production for use on/with an Infant, the wardrobe and props may not be reissued for another Infant until the wardrobe has been laundered and the props sanitized. Bottles, nipples, and pacifiers must not be exchanged among Infants.
- (e) When more than one Infant of a Parent is employed on the same Production at the same time, it is the responsibility of the Parent/guardian to ensure that there is one adult to care for each Infant.

**A2716 Trust Account** After a Minor's total lifetime remuneration reaches \$5,000.00, twenty-five percent (25%) of the Minor's gross remuneration shall be deducted from the total payment due to the Minor by the Producer and remitted to the ACTRA PRS, which shall hold such monies in trust for the Minor upon terms and conditions consistent with the obligations of the ACTRA PRS to act as a Trustee. The ACTRA PRS shall keep track of the Minor's earnings to determine whether the \$5,000.00 level is reached.

## A28 – AUDITIONS AND INTERVIEWS

**A2801 Auditions** Performers shall sign in on a sign-in sheet (in the form of Appendix 16) provided at the place of Audition, and a copy of the sign-in sheet will be provided to the local ACTRA office after the completion of the Auditions. Performers shall not be required to learn special material or spoken lines or special business. No fees are required for the auditioning of a Performer. It is the intention of this clause to afford an opportunity for Performers to display their individual talents. However, a Performer who is detained by the Producer for more than one (1) hour before the commencement of an Audition or interview shall be compensated for all excess time over the hour at the rate of

\$46.00 / \$47.00 / \$48.00 per hour or part thereof.

A2802 It is preferable that Auditions for all roles shall be conducted in the location where the Production is to be filmed, i.e. the production centre serviced by the nearest appropriate branch.

A2803 **Audition Recall** 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.

A2804 A Performer engaged to take part in another Performer's Audition shall be paid at the rate of \$30.75 / \$31.25 / \$32.00 per hour or a minimum payment of \$155.25 / \$158.25 / \$161.50, whichever is greater.

A2805 **Open Audition Call** Where open Performer Auditions or interviews are to be held for any category except Background Performers, notice of such Audition with necessary details shall be given to ACTRA not less than four (4) days prior to such Audition, when feasible. When scheduling Auditions for Performers, the Producer will make reasonable efforts to provide the Performers with forty-eight (48) hours' notice of such an Audition.

A2806 **Preference of Audition** The Producer agrees to give ACTRA members preference in the auditioning of Performers. In the case of open calls, ACTRA members shall be auditioned in advance of and separate from non-ACTRA members. However, ACTRA members may be auditioned during non-member Auditions if they are unavailable during member Audition time.

A2807 The Producer shall provide either transportation or an escort to the nearest public transportation when a Performer completes an Audition between the hours of 22h00 and 6h00.

A2808 The Producer shall make character breakdowns, sides and/or scripts available to Performers no less than twenty-four (24) hours prior to an Audition.

A2809 **Audition Environment** 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.

## A29 – SERIES OPTIONS

- A2901 Series Options** A Performer may grant an option for the Performer's services for not more than six (6) additional years' engagement, provided that the following criteria are met:
- (a) where 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 and fifty percent (150%) of the applicable minimum fees; or
  - (b) where 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) the Contracted Fee payable for each successive year optioned is at least one hundred and fifteen percent (115%) of the previous year's Contracted Fee;
  - (d) 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);
  - (e) the option for subsequent seasons shall be effective only if exercised in writing;
  - (f) the option provides the 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

Notwithstanding the foregoing, Article B206 shall apply to the engagement of Performers for the production of a Pilot Program. Performer fees for such engagement shall be stepped up to one hundred and fifty percent (150%) or two hundred percent (200%) of minimum fees, whichever step-up is applicable, only if the option is exercised and the Pilot is broadcast within the Series.

**A30 – RETAKES, ADDED SCENES, AND AUDIO RECALL**

- A3001 Post-synchronization** A Performer required to do Post-synchronization in the course of a working day shall do such work, and such work may be done without additional compensation.
- A3002 Retakes after Completion of Regular Schedule** In the event that Performers are required by the Producer to return for retakes following the completion of the regular schedule of work, the Performer shall be obligated to work on such retakes, providing that such recall to work does not conflict with a prior commitment made by the Performer. Should there be a conflict of engagements, the Producer shall reschedule work to permit the Performer to keep the Performer's prior commitments, or compensate the Performer to the extent of the loss incurred by the Performer in the event that the Performer is able to withdraw or postpone the conflicting prior commitment.
- A3003 Contracting Procedure** ACTRA must be notified of any proposed work under this Article. If the security for payment has been returned to the Producer, a new security for payment may be required upon recall. ACTRA shall receive work reports concerning such work. Performers shall be contracted and paid the following fees when recalled to work:
- (a) **On-Camera Work** The original Contracted Fee, prorated for such day of work.
  - (b) **Post-synchronization (On-Camera Performer)** An on-camera Performer required to post-synchronize such Performer's on-camera performance following the completion of the schedule of work shall be paid the original on-camera Contracted Fee, prorated to an hourly rate, with a minimum of two (2) hours for each day of such recall to work. There shall be no unpaid meal period in a two (2) hour Call.
  - (c) **Recall (Off-Camera Performers)** An off-camera Performer recalled to provide additional work shall be paid the original Contracted Fee, prorated to an hourly rate, with a minimum of four (4) hours for each day of such recall to work. There shall be no unpaid meal period in a four (4) hour Call.
  - (d) **Recall (Narrators and Commentators)** A Narrator or Commentator recalled to provide additional work shall be paid the original hourly rate with a minimum of four (4) hours for each day of such recall to work, or the fee paid for the original session, whichever

is less. There shall be no unpaid meal period in a four (4) hour Call.

**A3004 Prop Shots** In the event that a Performer is called in for a photography session in which the resulting photo(s) will be used as a prop in a Production, the Performer shall be entitled to payment at the Performer's contracted daily fee, prorated to an hourly rate, with a four (4) hour minimum Call. If a Performer does not otherwise appear in the Production, the Performer shall be paid no less than the Actor rate, with a four (4) hour minimum Call. These fees shall not form part of the Net Fees.

#### A31 – PICKUP OF PERFORMANCE

**A3101 ACTRA's Consent** There shall be no pickup of Performers in any theatre, nightclub, circus, hotel, studio, or other places where Performers are appearing, without the consent of ACTRA. When such consent is given, the Performers concerned shall be entitled to such additional amounts for such performances as are required under the terms of this Agreement or, where applicable, the reciprocal agreement between ACTRA and any other Performers' association having jurisdiction, whichever amount is greater. Upon request, a copy of the applicable reciprocal agreement will be furnished to the Producer. It is agreed that ACTRA may waive the provisions of Article A22 in the case of pickup of a live dramatic presentation in which Actors are required to play multiple Roles.

**A3102 Insert Fees** Where the pickup of a performance or Rehearsal is for the purpose of producing an insert in a Production of longer length (such as a promotional or publicity Production) and no extra Rehearsal or additional work is required by the Performer, the Producer may apply to the National Executive Director of ACTRA for fees and rates, including residual payments or Use fees, for such inserts. Such fees shall be based upon the fees provided for in this Agreement.

**A3103 News Short** Upon the consent of the Performers involved, and conditional upon the pickup of the performance being accomplished during normally scheduled performance or Rehearsal, up to two (2) minutes of recorded performance may be used, in information Productions only, without additional payment.

**A32 – PUBLICITY STILLS, TRAILERS, AND PROMOS**

- A3201 Publicity Stills** Publicity stills or trailers may be used to publicize a Production in which the Performer has appeared. Still photographs or trailers shall not be used for any other purpose except where the Producer has contracted with the Performer for Use of such still photographs and trailers. The Performer shall be available as reasonably required by the Producer for the purposes of promoting and publicizing the Production. The Performer shall ensure the Performer's availability for no less than an aggregate of four (4) hours for such purpose.
- A3202 Program Excerpt** Excerpts with an aggregate length of not more than five (5) minutes, or ten (10) minutes in the case of Productions with a running time that exceeds sixty (60) minutes (excluding commercials), may be used as a trailer or promo, including Use in an awards Production for the promotion of a Production or Productions within a Series from which the excerpt has been taken, without additional payment to the Performer. Such excerpts or clips may also be used within a Series from which the footage was taken for recaps, previews, or teasers, without additional payment.
- A3203** If the Producer desires the services of a Performer in making publicity stills, promos, or trailers, the Performer shall be paid a fee not less than \$517.00/ \$527.25 / \$537.75 with four (4) hours included work time.
- A3204 Conversion of Promotional Content Produced under Article A3203 to a Use** As concerns New Media, the Parties confirm that promotion does not attract Use fees.
- (a) **Conversion of Promotional Content to a New Media Use:** 3.6% of DGR from the first dollar.
  - (b) **Conversion of Promotional Content to a Conventional Platform Use:** Prior to Use, the Producer shall elect either the Prepayment or the Advance.
  - (c) **Conversion of Promotional Content to both New Media and Conventional Platform Use:** The New Media Use shall be provided for as in paragraph (a) above and the conventional Use shall be provided for as set out in paragraph (b) above.
- A3205** The Performer may not take, or cause to be taken, still pictures on the

set or location without the full knowledge and prior consent of the Producer.

## A33 – EXCERPTS

### A3301 Excerpts

- (a) Any Performer appearing in an excerpt not within the exceptions in subparagraph (c) below will be paid a fee not less than the contracted daily fee such Performer received in the original program from which the excerpt is taken. All other terms and conditions of this Agreement (including Use fees) shall apply to the new program as if the Performer had actually participated.
- (b) Notwithstanding Article A3302, a Performer who appears in multiple excerpts, not within the exceptions in subparagraph (c) below, that are used in a single program, will receive a fee equal to the highest contracted daily fee such Performer received in one of the original programs from which the excerpts are taken.
- (c) Excerpts may be used in the following circumstances without additional compensation to the Performer(s) appearing in such excerpts:
  - (i) when such excerpt is used in a program in which the Performer(s) participates in new work for such program, or
  - (ii) as a recap, preview, or teaser within a Series from which the footage was taken.
- (d) Excerpts with an aggregate length of not more than five (5) minutes, or ten (10) minutes in the case of Productions with a running time that exceeds sixty (60) minutes (excluding commercials), may be used in the following circumstances without additional compensation to the Performer(s) appearing in such excerpts:
  - (i) for the purpose of advertising or promoting a program or programs within a Series from which the excerpt is taken;
  - (ii) in any awards program;
  - (iii) in news/newsmagazine programs for the promotion of the Performer(s) and/or Production or Series, or because of the newsworthy nature of the performance or Performer(s) and/or the original Production.
- (e) This paragraph does not apply to the Use of flashbacks, which is

addressed in Article A3302 below, and does not apply to the Use of excerpts in opening montages, which is addressed in Article A3303 below.

- (f) For excerpts used in a Variety Program or a Documentary Production, the Performer shall be paid a fee of \$100 per excerpt of thirty (30) seconds or less up to the current minimum daily fee.
- (g) The foregoing provisions do not apply to Background Performers.

**A3302** If flashbacks are used in an Episode in which a Performer does not otherwise appear, the Performer shall be paid not less than his or her contracted daily fee for the Production from which the flashback footage was taken. All other terms and conditions of this Agreement shall apply as if the Performer had actually participated.

**A3303 Opening Montages** When a Performer other than a Background Performer appears in an opening montage and in fifty percent (50%) or more of the Episodes in the Series cycle, the Performer shall receive no additional payment for such Use. If a Performer appears in an opening montage and in less than fifty percent (50%) of the Episodes in the Series cycle, the Performer shall be paid a fee equal to five percent (5%) of the Performer’s contracted daily fee for each Episode in which the opening montage is used and in which the Performer does not otherwise appear.

**A3304 Series Theme Music** Payment of the following fees shall entitle the Producer to utilize the theme on one Episode of the Series. Use of the theme on additional Episodes shall require payment of an additional five percent (5%) of such fee per Episode, plus applicable Use fees.

Period	Daily Fee	Hourly Rate	Overtime Rate	Included Work Hours
<b>Singers – Solo or Duo</b>				
1	\$497.75	\$88.75	\$133.25	4
2	\$507.75	\$90.50	\$135.75	4
3	\$518.00	\$92.25	\$138.50	4
<b>Group Singers</b>				
1	\$335.50	\$60.00	90.00	4
2	\$342.25	\$61.25	\$92.00	4



3	\$349.00	\$62.25	\$93.50	4
---	----------	---------	---------	---

#### A34 – REPLACEMENT OF A PERFORMANCE

A3401 The Producer will not, without the Performer’s consent, lip-synchronize or use a photographic double in lieu of the Performer, except under the following circumstances:

- (a) when necessary to meet expeditiously the requirements of the exhibition or broadcast;
- (b) when necessary to meet expeditiously censorship requirements, domestic or foreign;
- (c) when, in the opinion of the Producer, failure to use a photographic double for the performance of hazardous acts might result in physical injury to the Performer;
- (d) when the Performer is not available, or when the exigencies of production render such impracticable; and/or
- (e) when the Performer fails or is unable to meet certain requirements of the Role, such as singing or the rendition of instrumental music, or other similar services requiring special talent or ability other than that possessed by the Performer.

Pursuant to any of the provisions (a) through (e) above, the Producer shall have the right to lip-synchronize or use a photographic double to synchronize or double not only the acts and poses, plays, and appearances of the Performer, but also the voice of the Performer and all instrumental, musical, and other sound effects to be produced by the Performer to such an extent as may be required by the Producer.

#### A35 – CREDITS

A3501 In its distribution or licensing agreements with exhibitors, distributors, broadcasters, or similar licensees, the Producer shall include a provision prohibiting the licensee from deviating from the contracted Performer credits. In the case of an inadvertent breach, the breach shall be cured prospectively.

A3502 In Documentary or Industrial Programs, if any craft credits are given, credits to Performers as provided for in this Article shall apply.

- A3503 The Producer will use its best efforts to place at the end of each theatrical film and TV movie a cast of characters naming the Performers and the Roles played.
- A3504 All credits will be presented in readily readable colour, size, and speed, subject only to the requirements of the broadcaster.
- A3505 Should the Producer fail to provide the credits on the Production as required above, the Producer agrees to the following remedy:
- (a) to correct the omission prior to public showing, where practicable, or
  - (b) if correction as in subparagraph (a) above is not practicable, to fulfill the intent of the provisions for credit by inserting in appropriate daily and/or trade papers announcements for the sole purpose of identifying the Performer whose credit has been omitted. The specific periodicals and the size and content of the announcements will be the subject of negotiation between the Producer and the Performer. Should the parties fail to agree on the nature of these announcements, the matter may be submitted to the Joint Standing Committee for resolution. The cost of these advertisements will be borne by the Producer.
- A3506 The Producer shall include the ACTRA logo on the credit or cast roll if that of any other union or guild is included, and if ACTRA provides the logo on a timely basis.

## A36 – PAYMENT

- A3601 **Payment** All fees must be paid within fourteen (14) calendar days following performance.
- A3602 **Late-Payment Penalty** In the event that payment of fees is not forthcoming as prescribed in Article A3601, the Producer shall pay to the Performer a late payment charge of twenty-four percent (24%) per annum of the total outstanding Gross Fees, payable monthly for each thirty (30) day period or part thereof, beginning with the sixteenth (16th) day following performance. This provision shall not apply in the following circumstances:
- (a) where the Producer has filed with ACTRA a bona fide dispute relating to the fees payable
  - (b) where normal methods of payment are interrupted (e.g., by a

national mail strike).

**A3603 Reporting of Errors** Upon receipt of fees, a Performer shall have thirty (30) days in which to report any error in payment, following which the payment shall be deemed to have been correct.

**A3604 Right of Audit** For the purposes of verifying the propriety of payments made under this Agreement, ACTRA shall have full access to and shall be entitled to examine and audit at annual intervals, or more frequently if warranted by the circumstances, as determined by ACTRA, at the normal place of business and normal business hours, all books, records, accounts, receipts, disbursements, and any other relevant documents related to the Production.

## A37 – ADMINISTRATION FEES

### A3701 Administration Fees

- (a) **ACTRA Fees** The Producer shall assist in defraying the cost of administering the terms of this Agreement by paying to ACTRA as an administration fee (if the Producer is a Member in Good Standing of one of the Producers' Associations as of the date of remittance of the administration fee, as evidenced by written notice from one of the Associations to such effect) one percent (1%) of the Gross Fees paid to all Performers ("Gross Performers' Fees") engaged by the Producer for the Production, to a maximum of fifteen hundred dollars (\$1,500.00) per Production or Episode. However, if the Gross Performers' Fees in respect of a Production (excluding a Series) exceed two million dollars (\$2,000,000.00), the above noted maximum administration fee shall be three thousand dollars (\$3,000.00).
- (b) **New Business Development Plan** In respect of new live-action television Series and Pilots, the terms and conditions of the IPA shall be amended as follows, for the first two (2) seasons of the Series only:
- (i) ACTRA shall forgive payment of administration fees otherwise payable under Article A3701(a).
  - (ii) The provisions of Article C501 shall provide that this type of Production may maintain the status quo for ACTRA Background Performers as per the 2002–2003\* version of Article C501 (e.g., 25 vouchers in Toronto).

- \* Subject to Article C301, the Producer is only required to engage the following number of Background Performers herein provided:  
If the Producer engages:
  - (i) 25 ACTRA members for any Production in Toronto
  - (ii) 15 ACTRA members for any Production in Montreal or Vancouver;  
or
  - (iii) 10 ACTRA members for any Production outside of Toronto, Montreal or Vancouverto work on a Production on the same day. The Producer may hire an 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 and Photo Doubles.
- (c) **CMPA Fees** If the Producer is a Member in Good Standing of the CMPA as of the date of remittance of the administration fee, the Producer shall pay to the CMPA two percent (2%) of the Gross Performers' Fees, to a maximum of three thousand and eight hundred dollars (\$3,800.00) per Production or Episode. However, if the Gross Performers' Fees in respect of a Production (excluding a Series) exceed two million dollars (\$2,000,000.00), the above noted maximum administration fee shall be five thousand and seven hundred dollars (\$5,700.00).
- (d) **AQPM Fees** A Producer who is a member of the AQPM shall pay any levies that may be due to the AQPM directly to the AQPM.
- (e) **Non-member Producer** If the Producer is not a Member in Good Standing of one of the Producers' Associations as of the date of remittance of the administration fee, as evidenced by written notice from one of the Associations to such effect, five percent (5%) of the Gross Performers' Fees, with no maximum for any Production or Episode, shall be sent directly to ACTRA. All amounts collected under this paragraph shall be divided as follows: fifty percent (50%) shall be retained by ACTRA and fifty percent (50%) shall be paid to the CMPA (or to the AQPM if the majority of the Production was shot in Quebec). ACTRA shall remit the respective shares of the administration fees collected pursuant to this paragraph, itemized by Production, to the CMPA or AQPM within thirty (30) days of the end of each calendar quarter. Upon seventy-two (72) hours' notice, an authorized representative of the CMPA or AQPM may, during normal business hours, inspect the books and records of ACTRA pertaining to the collection and remittance of the administration fee.

- (f) A Member in Good Standing is defined as a member of an Association whose payments to the Association for membership dues and administration fees are up to date.
- (g) During the life of this Agreement, the CMPA may amend the amounts payable to the CMPA set out in Article A3701(c).
- (h) The ACTRA National office will send to the Associations on an ongoing basis a list of all Productions containing the title of the Production, the name and address of the Producer, the shooting dates, location, and the Producer's Association membership as declared.

#### **A3702 ACTRA PRS Administration Fee**

- (a) To partially defray the cost of monitoring and enforcing the provisions of Part B of this Agreement, each Producer shall remit to the ACTRA PRS one-half percent (0.5%) of Gross Fees paid to all Performers engaged in the production of a Production. The Parties agree that the amount of the ACTRA PRS administration fee payable hereunder shall be subject to the following maximums:
 

for a television Series	\$250.00 per Episode, subject to a maximum of \$1,500.00 per season
for any other Production	\$1,500.00
- (b) In addition to the fees provided for in Article A3702(a), where the ACTRA PRS receives and is required to distribute monies to Performers under Part B of this Agreement, the Producer or Distributor shall pay to the ACTRA PRS an administration fee of one percent (1%) of the total amount to be distributed. The minimum administration fee shall be \$150.00 per Production, payable as an advance with the first Use payment.

#### **A3703 Non-member Equalization Payments and Deductions**

- (a) In order to equalize the payments and deductions in respect of ACTRA members and non-members, the Producer shall
  - (i) contribute an amount equal to twelve percent (12%) of the Gross Fees paid to each Performer who is not a member of ACTRA, including those designated as Apprentice or temporary members, and work permittees (non-members), and
  - (ii) deduct from the remuneration payable to each non-member

and Apprentice member an amount equal to three percent (3%) of the Performer's Gross Fees (inclusive of Use fees) to a maximum of \$3000.00 per Performer per Production (or per cycle, in the case of a Series).

- (b) The equalization payments and deductions pursuant to this Article may be used and applied by ACTRA for disposition in such manner and for such purposes as may be determined at its absolute and unfettered discretion.
- (c) All contributions and deductions made pursuant to this Article shall be payable by cheque to
  - (i) the Union of British Columbia Performers, in respect of Productions in the province of British Columbia, or
  - (ii) ACTRA I&R, in the case of all other Productions.

**A3704 Deductions from ACTRA Members' Fees: ACTRA Dues and Assessments**

- (a) The Producer shall deduct dues at a rate determined by ACTRA from of the Gross Fees (inclusive of Use fees) paid to each Performer who is an ACTRA member and shall remit such amount to ACTRA. During the life of this Agreement, ACTRA may amend the percentage of this deduction with ninety (90) days' notice to the Associations.
- (b) The Producer will deduct from the Performer's fees any fines, assessments, or arrears in ACTRA membership dues that are not prohibited by law, provided that ACTRA makes a timely request in writing to the Producer for such deductions. The Producer shall remit such deducted amounts to ACTRA along with a written statement containing the names of the Performers from whom the deductions were made and the amounts of the deductions. The Performers shall be deemed to have consented to such deductions. ACTRA agrees to assume liability for and to indemnify and hold harmless the Producer from and against any and all claims, actions, suits, costs, liabilities, judgements, obligations, losses, penalties, expenses (including, without any limitation, legal fees and expenses), and damages of any kind or nature whatsoever imposed upon, incurred by, or asserted against the Producer as a result of or arising directly or indirectly out of Producer's making and remitting such deductions.

**A3705 Payment Procedure** All deductions made pursuant to this Article shall be remitted to the local ACTRA office in the location where the

Production is being produced and/or administered. All fees, contributions, and deductions shall be indicated on the Performer Remittance Statement and shall be payable at the same time as, and for the same period covered by, the Production payroll.

## A38 – INSURANCE AND RETIREMENT PLANS

- A3801 Insurance** For insurance benefits of each Performer who is a member of ACTRA, the Producer shall contribute an amount equal to five percent (5%) of the Performer's Gross Fees (inclusive of Use fees), subject to Articles A3804 and A3805.
- A3802 Retirement Plan** For the retirement plan of each Performer who is a member of ACTRA, the Producer shall contribute an amount equal to seven percent (7%) of the Performer's Gross Fees (inclusive of Use fees), subject to Articles A3804 and A3805.
- A3803 Deductions from Performer's Fees for Retirement Plan** For retirement purposes, the Producer shall deduct an amount equal to three percent (3%) of the Gross Fees (inclusive of Use fees) paid to each Performer who is a member of ACTRA (excluding Apprentice members), subject to Articles A3804 and A3805.
- A3804 Maximum Contributions** With respect to Performers whose Gross Fees (inclusive of any advance against Use fees) from a contract of engagement exceed one hundred thousand dollars (\$100,000.00), the maximum contributions pursuant to Article A38 shall be
- \$5,000.00 pursuant to Article A3801;
  - \$7,920.00 pursuant to Article A3802; and
  - \$3,000.00 pursuant to Article A3803.
- For the purposes of this provision, a contract of engagement for a Performer in a Series shall mean a Series cycle, but each additional optioned year shall be considered a separate contract of engagement.
- A3805** Except as provided for in Article A3808, where non-Canadian Performers who are not members of ACTRA are contracted, the deductions made and Producer contributions and payments required under this Article shall be limited to the minimum fees in this Agreement.
- A3806 Payment Procedure** All contributions and deductions made pursuant to this Article shall be payable by cheque to

- (a) the Union of British Columbia Performers, in respect of Productions in the province of British Columbia, or
- (b) ACTRA I&R, in the case of all other Productions.

All cheques shall be remitted to the local ACTRA office in the location where the Production is being produced and/or administered. All deductions and contributions shall be indicated on the Performer Independent Production Remittance Statement and shall be payable at the same time as, and for the same period covered by, the Production payroll.

**A3807 Late-Payment Penalties** Late-payment penalties provided for in Article A3602 shall be applicable also to the payment of insurance and retirement contributions and deductions.

**A3808** In respect of any Performer who is a non-resident, non-Canadian SAG or AFTRA member, engaged in the United States under a SAG or AFTRA agreement and transported to Canada, the Producer will make the contributions required by such agreement directly to the SAG or AFTRA pension and health plans on behalf of said Performer, and to the extent of such payments, the Producer will be relieved of the obligation to make contributions pursuant to this Article (A38). Non-resident Canadians who are SAG or AFTRA members shall have the choice of having contributions made under the SAG or AFTRA agreement (in which case the preceding sentence shall apply) or under this Agreement. The Parties confirm that contributions shall be made to one plan, not both, and that Article A3703 does not apply when contributions are made to SAG or AFTRA plans.

**A3809** ACTRA's Insurance and Retirement service provider of record is ACTRA Fraternal Benefit Society.



**PART B: MINIMUM FEES, DISTRIBUTION, USE RIGHTS, AND FEES****B1 – MINIMUM FEES**

**B101 Minimum Daily Fees for On-Camera Performers (per Performer, Except Background Performer)** The rates and fees are based on an eight (8) hour day.

<b>Categories (listed on following page)</b>	<b>Period</b>	<b>Daily Fee</b>	<b>Hourly Rate</b>	<b>Overtime Rate</b>	<b>Weekly Rate</b>
(a) Principal Actor, etc.	1	\$710.00	\$88.75	\$133.25	\$3018.25
	2	\$724.25	\$90.50	\$135.75	\$3078.50
	3	\$738.75	\$92.25	\$138.50	\$3140.00
(b) Singer, etc.	1	\$532.25	\$66.50	\$99.75	\$2262.00
	2	\$543.00	\$68.00	\$102.00	\$2307.25
	3	\$553.75	\$69.25	\$104.00	\$2353.50
(c) Actor, etc.	1	\$479.50	\$60.00	\$90.00	\$2038.00
	2	\$489.00	\$61.25	\$92.00	\$2078.75
	3	\$498.75	\$62.25	\$93.50	\$2120.25
(d) Variety Principal	1	\$1,065.25	\$133.25	\$200.00	\$4,527.25
	2	\$1,086.50	\$135.75	\$203.75	\$4,617.75
	3	\$1,108.25	\$138.50	\$207.75	\$4,710.00
(e) Chorus Performer	1	\$690.50	\$86.25	\$129.50	\$2,935.75
	2	\$704.25	\$88.00	\$132.00	\$2,994.50
	3	\$718.25	\$89.75	\$134.75	\$3,054.50
(f) Stunt Coordinator	1	\$923.50	\$115.50	\$173.25	n/a
	2	\$942.00	\$117.75	\$176.75	n/a
	3	\$960.75	\$120.00	\$180.00	n/a
(g) Stunt Actor	1	\$1,065.25	\$133.25	\$200.00	n/a
	2	\$1,086.50	\$135.75	\$203.75	n/a
	3	\$1,108.25	\$138.50	\$207.75	n/a

**Period 1** January 1, 2016, to December 31, 2016

**Period 2** January 1, 2017, to December 31, 2017

**Period 3** January 1, 2018, to December 31, 2018

**Categories**

- (a) Principal Actor, Announcer, Cartoonist, Dancer (solo or duo), Host, Narrator, Commentator, Puppeteer, Singer (solo or duo), Specialty Act, Sportscaster, Stunt Performer, Panelist
- (b) Singers or Dancers in groups of up to four (4)
- (c) Actor, Model, Singers or Dancers in groups of more than four (4)
- (d) Variety Principal
- (e) Chorus Performer
- (f) Stunt Coordinator
- (g) Stunt Actor

**B102 Minimum Fees for Performers in Series** In a Series, performance fees may be calculated on the basis of the minimum daily fees provided for in Article B101, either per Episode or per day of production, whichever is the greater.

**B103 Minimum Fees for Off-Camera Performers and Lip Synchronization (per Production)**

Categories	Period	Daily Fee	Hourly Fee	Overtime Rate	Included Work Hours
Principal Actor, etc.	1	\$497.75	\$88.75	\$133.25	4
	2	\$507.75	\$90.50	\$135.75	4
	3	\$518.00	\$92.25	\$138.50	4
Actor, etc.	1	\$335.25	\$60.00	\$90.00	4
	2	\$342.00	\$61.25	\$92.00	4
	3	\$348.75	\$62.25	\$93.50	4

For the purpose of this clause, “Principal Actor” shall include all categories noted under Article B101(a) and (b), and “Actor” shall include all categories noted under Article B101(c).

The fees and rates in Article B103 are based on four (4) hours of

included work time. When work is continued beyond the designated four (4) hours of included work time on a single Production in a day, the fifth (5th), sixth (6th), seventh (7th) and eighth (8th) hours of work shall be paid at the hourly rate specified above. Work, if required, beyond the eighth (8th) hour of work shall be paid at the overtime rate specified above per hour. (**Note:** Dubbing of animated Productions is covered by Part D.)

**B104 Minimum Fees for Off-Camera Narrators and Commentators (per Production)** For purposes of payment to off-camera Narrators and Commentators, the Production shall be divided into ten (10) minute segments. Payment shall be based on the number of such segments in which the Performer appears and shall be a minimum of the following:

- (a) **Fees (based on one [1] hour included work time)**

1st segment	\$332.75 / \$339.50 / \$346.25 per Performer
2nd segment	\$269.75 / \$275.25 / \$280.75 per Performer
3rd segment	\$134.00 / \$136.75 / \$139.50 per Performer
4th and subsequent segments	\$92.50 / \$94.25 / \$96.25 per Performer
- (b) **Additional Work Time** Any time worked in excess of the included work time per segment provided for above shall be paid at the rate of \$88.75 / \$90.50 / \$92.25 per hour per Performer.
- (c) **Discounts** Where the performance involves two (2) Productions in one session, a twenty percent (20%) discount applies. If there are three (3) or more Productions in one session, a thirty percent (30%) discount applies.

**B2 – DISCOUNTS**

**B201 Weekly Rate** The weekly rate is applicable when no fewer than five (5) consecutive days of work out of seven (7) consecutive days are guaranteed in the Performer’s written contract.

**B202 Multiple Productions** For game, talk, panel, exercise, cooking, and similar skill- or craft-oriented Productions, each of which is thirty (30) minutes in length or less, and for all other Productions of any type, each of which is fifteen (15) minutes or less in length, when a

Performer contracted for the Series performs in at least three (3) such Productions to be produced per day of production, a thirty percent (30%) discount in the daily fees applicable to each Production applies. Additional work time, overtime, and other such fees shall not be subject to a discount.

- B203 Series Rates for Off-Camera Performance** Where an off-camera Performer is guaranteed a minimum of thirteen (13) or more Episodes in a live-action Series to be produced within a period of six (6) months for each thirteen (13) Productions, the daily work fee payable may be discounted by thirty-five percent (35%) in recognition of this guarantee. Weekly fees shall not be adjusted.
- B204 No Pyramiding** Whenever one of the above rates is applied, there shall not be a pyramiding of such rates. Only one of the above rates may be applied to any engagement of a Performer.
- B205 Adjustment If Work Cancelled** If any adjusted rate has been applied to a Performer's fee in accordance with the provisions provided herein and work is cancelled, which causes a failure to meet the requirements of weekly multiple Production or Series rates provisions, the Performer concerned shall be paid the contracted daily fee for the days of work for which the Performer is contracted.
- B206 Pilot Program** The minimum performance and daily fee provided for in this Agreement (except for Background Performers) may be discounted by fifty percent (50%) for the production of a Pilot Program. Hourly, overtime, or any other rates and fees shall not be discounted. The Use of a Pilot Program shall be limited to evaluation purposes, and shall not include broadcast. Any other Use of the Pilot Program, including broadcast, shall require a step-up of fees to Performers to the minimum fees in this Agreement, or the Contracted Fee, whichever is higher, and the payment of applicable residual payments or Use fee(s).

### **B3–B5: USE RIGHTS AND FEES FOR ALL PROGRAMS EXCEPT DOCUMENTARIES AND INDUSTRIAL PROGRAMS**

#### **B3 – DECLARED USE**

- B301** Upon payment of the minimum fees, the Producer is entitled to worldwide Non-theatrical Use and one of the following declared Uses of the Production. At the time of contracting of Performers, the Producer must declare the intended declared Use of the Production.

- |                            |                                                                                                                                                                  |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) Theatrical             | worldwide theatrical Use for period of copyright of the Production                                                                                               |
| (b) Free Television        | one (1) domestic run in Canada                                                                                                                                   |
| (c) Pay Television         | one (1) year's Use in Canada                                                                                                                                     |
| (d) Cable Television       | three (3) years' Use in Canada                                                                                                                                   |
| (e) Compact Devices        | two (2) years' Use in Canada                                                                                                                                     |
| (f) Educational Television | three (3) years' Use in Canada                                                                                                                                   |
| (g) New Media              | worldwide Use for one (1) year for:                                                                                                                              |
| (i)                        | Option 1 New Media Productions (as defined in Part E) with a budget of ten thousand dollars (\$10,000.00) per minute or less; and                                |
| (ii)                       | Option 1 New Media Productions with a budget of over ten thousand dollars (\$10,000.00) per minute where the Producer elects to pay a Prepayment or Advance; and |
| (iii)                      | High-Budget SVOD Productions (as defined in Part E) where the Producer elects to pay a Prepayment or Advance.                                                    |

All other Option 1 New Media Productions and High-Budget SVOD Productions (defined in Article E203) shall have a worldwide declared Use of six (6) months.

If there is an administrative or clerical error in the initial selection of the declared Use of the Production, which is discovered before the first Use of such Production, the Producer shall promptly advise ACTRA of the error and ACTRA will act reasonably in allowing a correction to the declaration.

If the intended declared Use of the Production changes within twelve (12) months following the delivery of the Production, but before the first Use of such Production, and the change is bona fide, the Producer shall advise ACTRA of such change. Subject to the consent of the contracted Performers, which shall not be unreasonably withheld or delayed, the amended declared Use shall then apply.

## B4 – RESIDUAL PAYMENTS

- B401** When a Production is exploited in a market other than the market provided for in the declared Use and the Producer has elected not to adopt the Use payment system in Article B5, Performers shall be paid the following minimum Use fees based upon the following percentages

of Net Fees earned during the production of the Production. Use fees shall be paid within thirty (30) days of the date of such Use.

**B402 Theatrical Use** When a Production produced with a declared Use of Free Television, Pay Television, Cable Television, Compact Devices, Educational Television or New Media is distributed for Theatrical Use, the Producer shall pay to Performers the following percentages of the Performers' Net Fees for unlimited theatrical Use:

- (a) productions sixty (60) minutes or less in length 15%
- (b) productions exceeding sixty (60) minutes in length 35%

**B403 Free Television**

(a) **Use in Canada**

- (i) each domestic run 30%
- (ii) each Use on a single television station:
  - Toronto/Hamilton 20%
  - all other stations 10%

When the aggregate of payments to the Performer for Use under subparagraph (a)(ii) above has reached thirty percent (30%) of the Performer's Net Fees, the Producer shall be entitled to authorize broadcast of the Production one (1) time on one (1) television station in each market in Canada in which the Production has not been so used.

(b) **Use in the United States**

Use	Network	Syndicated	Non-commercial
first	35%	25%	25%
second	30%	20%	20%
third	25%	15%	15%
fourth	25%	15%	15%
fifth and subsequent	10%	10%	10%

(c) **World Market**

- (i) each Use in any country except Canada, United States, United Kingdom, and Germany 10%

	(ii) each Use in United Kingdom	5%
	(iii) each Use in Germany	4%
	(iv) each Use in any single country except Canada, United States, United Kingdom, and Germany	2%
<b>B404</b>	<b>Pay Television</b>	
	<b>(a) Use in Canada</b>	
	for each three (3) months' Use in Canada	10%
	for twelve (12) months' Use in Canada	25%
	<b>(b) Use in the United States</b>	
	for each three (3) months' Use in the U.S.	15%
	for twelve (12) months' Use in the U.S.	30%
	<b>(c) Use in foreign markets</b>	
	for each three (3) months' Use in foreign markets	5%
	for twelve (12) months' Use in foreign markets	30%
<b>B405</b>	<b>Cable Television</b>	
	<b>(a) Use in Canada</b>	
	for each one (1) year of Use in Canada	10%
	<b>(b) Use in the United States</b>	
	for each one (1) year of Use in the U.S.	15%
	<b>(c) Use in foreign markets</b>	
	for each one (1) year of Use in foreign markets	15%
<b>B406</b>	<b>Compact Devices</b>	
	<b>(a) Use in Canada</b>	
	for each one (1) year of Use in Canada	10%
	<b>(b) Use in the United States</b>	
	for each one (1) year of Use in the U.S.	15%
	<b>(c) Use in foreign markets</b>	
	for each one (1) year of Use in foreign markets	15%
<b>B407</b>	<b>Educational Television</b>	
	<b>(a) Use in Canada</b>	
	for each one (1) year of Use in Canada	10%
	<b>(b) Use in the United States</b>	

	for each one (1) year of Use in the U.S.	15%
(c)	<b>Use in foreign markets</b>	
	for each one (1) year of Use in foreign markets	15%
<b>B408</b>	<b>New Media</b>	
(a)	<b>Use in Canada</b>	
	for each one (1) year of Use in Canada	10%
(b)	<b>Use in the United States</b>	
	for each one (1) year of Use in the U.S.	15%
(c)	<b>Use in foreign markets</b>	
	for each one (1) year of Use in foreign markets	15%

<b>B5 – USE FEES BASED ON PARTICIPATION IN DISTRIBUTOR’S GROSS REVENUE</b>
----------------------------------------------------------------------------

**B501 Options** If a Producer plans to exploit a Production by a Use other than the declared Use, and elects not to pay residual payments in accordance with Article B4, the Producer shall elect one of the following options at the time of production:

- (a) **All Uses Prepayment Option** The Producer may acquire unrestricted Use rights, in all media throughout the world, including New Media, for a period of four (4) consecutive years from the date of first exploitation release in any Residual Market, for one hundred and thirty-five percent (135%) of Net Fees for theatrical Productions, or one hundred and ten percent (110%) of Net Fees for television and other Productions.
- (b) **Conventional Use Prepayment Option** The Producer may acquire unrestricted Use rights, in all media throughout the world, excluding New Media, for a period of four (4) consecutive years from the date of first exploitation release in any conventional Residual Market, for one hundred and thirty percent (130%) of Net Fees for theatrical Productions, or one hundred and five percent (105%) of Net Fees for television and other Productions.
- The 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.
- (c) **Advance Option** The Producer may pay, at the time of production, one of the following percentages of Net Fees as a non-refundable advance (“Advance”) against the following Use fees for all Uses set out in Article A445 (a)(i-viii), based on Performer participation



in DGR as defined in Article B509:

<b>Option Number</b>	<b>Non-refundable Advance (% of Net Fees)</b>	<b>Participation in DGR</b>
1	100.0%	3.6%
2	75.0%	4.6%
3	50.0%	5.6%
4	25.0%	6.6%

#### **B502 Limitation of Selection of 25% Advance**

- (a) The only circumstance that will allow a Producer to select Option 4 above, and therefore make a twenty-five percent (25%) Advance payment under Article B501(c), is if there are only exclusively Canadian presale(s) as of the first day of principal photography of the Production, which presale(s) includes one of the declared Uses as defined in Article B301. Unless the Production presale(s) fulfills these conditions, the Producer shall not be entitled to exercise Option 4. In the event that prior to the completion of principal photography of a Production or a Series there is a non-Canadian sale, the Producer shall immediately and retroactively increase the Advance payment to at least fifty percent (50%).
- (b) A Producer who exercises Option 4 without strictly fulfilling all of the conditions in Article B502(a) shall be liable to pay damages to the ACTRA PRS in respect of the Performers affected, based on the Advance payment calculated at the rate of seventy-five percent (75%) (Option 2), less the Advance payment actually made. The Performers concerned shall continue to be entitled to participate in DGR derived from the Production at the rate provided for in Option 4 (6.6%).
- (c) Producers accessing the terms of this Article shall sign the Declaration Respecting the 25% Advance Option attached as Appendix 23.

**B503 Selection of Use-Payment Option** The election made by the Producer under Article B501 shall be the same for each Performer engaged in the Production. The Producer shall either elect to prepay all Performers as set out in Article B501(a) or (b) or elect one of the Advance payment options as set out in Article B501(c). For clarity, if a Producer elects to prepay Performers as set out in Article B501(a) or (b), all Performers

engaged in respect of the Production shall be entitled to receive the same percentage of fees as a prepayment. On the other hand, if a Producer elects to make Advance payments as set out in Article B501(c), the Producer must select the same percentage of the Advance and thus provide for the identical rate of participation in the DGR for each Performer in the Production.

**B504 Participation in Gross: Prepayment**

- (a) If the Producer elects to make a prepayment as set out in Article B501(a) or (b) or D111(a) or (b), the Performers shall be paid Use fees in the aggregate in the amount of 3.6 % of the DGR or, in the case of CIPIP productions the amount shall be 5% and in the case of Option 1 New Media Productions with a budget of \$10,000 per minute or less the amount shall be 8%, except that revenues earned by the Production within the first four (4) year period of prepaid Use shall not entitle the Performer to receive any such payments on such revenues, i.e., revenues attributed to Uses within the initial four (4) year period shall not form part of the DGR for the purposes of calculating additional Use fees.
- (b) In the event the Producer elects any conventional Use prepayment under the IPA or CIPIP provisions and the Producer subsequently exploits the Production in New Media, the Performers shall be paid New Media Use fees in the aggregate in the amount of 3.6 % of DGR or, in the case of CIPIP productions the amount shall be 5%, from the date of first exploitation in the New Media Use.

**B505 Participation in Gross: Advance** If the Producer elects to pay an Advance as set out in B501(c), Performers shall be paid, as Use fees, an aggregate amount equal to the applicable percentage of DGR, provided that no amounts shall be paid until such time as the Aggregate Advance (as defined in Article B507) is recouped from the DGR.

**B506 Limit on Individual Advance** The Parties acknowledge that the maximum amount of an individual Performer's Advance shall be fifty percent (50%) of the Gross Fees payable to such Performer in respect of the Production.

**B507 Calculation of Aggregate Advance** The Aggregate Advance shall be, for the purposes of calculating additional Use fees, the total of all the Advance payments paid to Performers in a Production, with the

limitation that no Performer shall be credited with an Advance payment greater than the amount equal to the number of days of principal photography multiplied by twenty (20) times the minimum daily fee for a Principal Actor, as set out in Article B101.

- B508 Payment of Use Fees** Additional Use fees shall be payable to the ACTRA PRS and shall be distributed to Performers pursuant to the provisions of Article B512. Although individual Advance payments in excess of the limitations specified in Article B506 and B507 that are payable to individual Performers may not be credited to the Aggregate Advance, the ACTRA PRS shall have the right to take into account such excess Advance payment to an individual Performer when determining the allocation that will be made to said Performer under Article B512.
- B509 Distributor's Gross Revenue ("DGR")** shall mean all monies derived in any manner whatsoever from distribution of the Production, including through the sale, license, or other like means of distribution of the Production, and shall be calculated before or simultaneously with any other gross participants from first dollar, without deductions of expenses of any kind. In the case of animated Productions, DGR shall include only revenues from licences of the English-language version of the Production. For greater certainty,
- (a) monies derived through the exploitation of ancillary, allied, and underlying rights and like rights, such as merchandising, novelization, and sequel rights, shall not be included in DGR;
  - (b) DGR shall also mean all monies received by those Distributors with which the Producer has entered into a distribution agreement (the "Head Distributor") in respect of the Production. The DGR shall include all monies received by sub-distributors that
    - (i) are related to (as per the provisions of Appendix 4), or which do not have an arm's-length relationship with, the Producer or the Head Distributor, or
    - (ii) have an obligation to report and remit revenue directly to the Producer or Head Distributor.
  - (c) Presale revenues shall be included in DGR. A presale means the grant of a licence or rights to utilize a Production, prior to production, to an end user, for consideration. Distribution Advances (i.e., payments received by a Producer from a Distributor) shall not be included in DGR for the purpose of triggering the payment of Use fees to Performers. However, a

Distributor shall not be entitled to deduct the amount of the Distributor's Advance from the DGR for the purpose of calculating Use payments.

- (d) Notwithstanding the foregoing, DGR derived from "Electronic Sell Through" (EST) and the sale or rental of Compact Devices shall be deemed to be equal to twenty percent (20%) of the wholesale selling price. In the event that the wholesale selling price of Compact Devices is at or less than the typical sell-through price to wholesalers (currently \$30 per unit), the deemed DGR shall be ten percent (10%) of the wholesale selling price.
- (e) The Producer, at the time of production, will make a reasonable allocation of revenues for the purposes of determining which portion thereof is attributable to the declared Use and/or prepayment and which portion thereof is attributable to the DGR upon which Use payments are based, subject to the right of ACTRA to refer any difference to arbitration under Article B701. If, as a result of this allocation, Use fees become payable from the DGR, the said fees shall be paid to the ACTRA PRS at the time of production.
- (f) **Packaging** It is acknowledged by the Parties that Distributors may seek to diversify their risks by packaging more successful and less successful Productions. Where Productions are packaged together for the purposes of distribution, the Parties shall allocate the revenue attributable to each individual Production, subject to the right of ACTRA to refer any difference to arbitration under Article B701.
- (g) **Official Treaty Co-productions**
  - (i) While DGR includes revenue from all sources on a worldwide basis, in respect of official treaty co-productions certified by Telefilm or by any successor organization, the DGR shall be
    - A. all those revenues derived from distribution of the official treaty co-production in those territories to which the Canadian co-producer is exclusively entitled to distribution revenues and has no obligation to report or remit revenues to the foreign co-producer;
    - B. a proportion of those revenues derived from the distribution of the official treaty co-production in those territories in which the Canadian co-producer is entitled to distribution revenues on some shared basis with its

foreign co-producer, which proportion shall be equal to that proportion of revenues agreed on by the co-producers to be paid to the Canadian co-producer from such territories (the “Canadian share”). The Canadian share shall be no less than the percentage of the total amount of the Production’s budget financing derived directly or indirectly from any Canadian source(s).

- (ii) Prior to production, the Producer shall disclose the Production’s status as an official treaty co-production to ACTRA and will provide the following information to ACTRA:
  - A. the name and legal status of the co-producers;
  - B. the details of the agreement between or among the co-producers in respect of the manner in which the revenues from the official treaty co-production will be divided between (or among) them, including details of territories to which either co-producer is exclusively entitled to distribution revenues and has no obligation to report or remit revenues to the other, and any material amendments to the agreement in such respect.
- (h) If the Associations negotiate a definition of DGR (or the equivalent) that in some or all aspects is superior to the definition in this Article, with any other trade union or association that bargains collectively on behalf of its members, the definition hereunder shall be amended to reflect the improvement.

**B510** When a Producer selects any of the Advance options, the Producer shall deliver to ACTRA

- (a) the calculation of the total amount of Advance payments, certified by the Production accountant or controller, and the backup material in this regard;
- (b) the first report that is due to the ACTRA PRS pursuant to subparagraph (a) of Article B511; and
- (c) the information and Use fees, if any, payable pursuant to Article B509(e).

**B511** **Reporting and Payment Procedure**

- (a) The Producer shall deliver to the ACTRA PRS reports setting forth the amount of DGR in respect of all Uses of the Production derived in the applicable accounting period. Each report shall be delivered

to the ACTRA PRS in the same manner and with the same frequency as the Producer reports to government agencies and/or other financiers, but it shall be no less than semi-annually for the first two (2) years following the first report filed hereunder, and annually thereafter. The first report shall be due sixty (60) days following the last date of the first reporting period and the ensuing reports shall be due with the frequency provided above. The first reporting period is the period immediately following delivery of the Production to the Distributor.

The reports will be accompanied by the aggregate Use payments payable to Performers and an outline of the method of calculation of said payments.

- (b) At the request of the ACTRA PRS the Producer will consent to release of true copies of the reports dealing with DGR filed with the government agencies and/or other financiers, subject to the right of the Distributor to edit the reports on the grounds that they contain confidential information.
- (c) The Producer (or Distributor) shall be deemed to hold the aggregate Use payments in trust for the Performers, from the time that gross revenues are recognized until the disbursement of same to the ACTRA PRS on the due date (i.e., the date that each report is due). In the enforcement of this Article, ACTRA, subject to its rights as a creditor, shall agree not to hold any employee of a Producer (or Distributor) liable for negligence, provided that said employee acts in a bona fide fashion. The DGR shall be recognized when a contract for the sale or conveyance of any rights in a Production is made, but Use payments shall be payable only when the reports are due under Article B511(a).
- (d) If the currency of the DGR is other than the Canadian dollar, the Use payment shall be calculated at the exchange rate for said currency on the basis of the established practice of the Producer or Distributor, which practice shall be disclosed in writing to the ACTRA PRS upon request. If the practice is amended at any time, such amendment shall be disclosed to the ACTRA PRS.
- (e) Payments shall be made to the ACTRA PRS, a corporation without share capital, in trust for the Performers concerned. The ACTRA PRS shall be entitled to make a claim of interest on payments received after the due date as provided for herein (i.e., the date the reports are due to be filed) at the Prime rate of interest as of

the due date, plus three percent (3%), calculated monthly, which claim shall be enforceable under the terms of this Agreement.

- B512 Distribution of Payments** Residual and Use payments shall be distributed to Performers through the ACTRA PRS on the following basis:
- (a) Units will be assigned to Performers as follows: one (1) unit shall be defined as the minimum fee payable to the lowest-rated residual category for one (1) day of work.
- Performers shall receive units according to the Gross Fee paid to that Performer for the production of the Production, to a maximum of twenty (20) units per Performer.
- (b) For each Production, the total revenue will be divided by the total units accumulated by all Performers with respect to the Production involved, and therefore a dollar value will be assigned to each unit. The distribution made to each individual Performer will be based on the number of units she or he has accumulated and the dollar value calculated in the preceding sentence.
- B513 Fair Market Value** The Producer and/or Distributor shall meet with the ACTRA PRS to determine the fair market value for distribution of a Production should such Production be distributed for Use by means of barter, exchange, or other means for which no charge is made, or a nominal fee is charged, or as part of a package of Productions. The Use fees payable to Performers shall be based on such agreed fair market value or as determined under the terms of Article B701.
- B514 Right of Audit** The Producer agrees that, for the purposes of verifying the propriety of payments made under this Agreement, ACTRA or the ACTRA PRS shall have full access to and shall be entitled to examine and audit at annual intervals (or more frequently if warranted by the circumstances, as determined by ACTRA or the ACTRA PRS at its sole discretion), at the normal place of business and during normal business hours, all books, records, accounts, receipts, disbursements, and any other relevant documents related to the Production and its distribution.
- B515** Should a Producer wish to exploit a form of Use for which terms and conditions are not specified in this Agreement, such Use shall not be made of the Production until ACTRA and the Associations have negotiated mutually acceptable terms and conditions to apply to such

form of Use, and any dispute hereunder will be referred to final and binding arbitration in accordance with Article B701.

## B6 – USE RIGHTS FOR DOCUMENTARY AND INDUSTRIAL PROGRAMS

### B601 Documentary Programs

- (a) **Distribution Rights** Upon payment of the minimum fees provided for in this Agreement, the Producer is entitled to
- (i) Unrestricted Theatrical and Non-Theatrical release rights, or
  - (ii) Non-Theatrical release rights and one Domestic Run.
- (b) **Step-up for Both Uses** Upon payment of ten percent (10%) Net Fees, the Producer shall be entitled to the rights in both Articles B601(a)(i) and B601(a)(ii).
- (c) **Conventional Use Prepayment Option** Upon payment of not less than fifty percent (50%) of the Net Fees, the Producer is entitled to unlimited Use of the Production, excluding New Media in all countries for five (5) years. At the expiry of any five (5) year period the Producer may elect to either:
- (i) pay a further fifty percent (50%) Net Fees in order to acquire unlimited Use rights, excluding New Media, in all countries for a further five (5) year period; or
  - (ii) pay three and six-tenths percent (3.6%) of DGR. Once the 3.6% DGR applies, production cannot revert back to the fifty percent (50%) for five (5) years formula.
- (d) **All Uses Prepayment Option** Upon payment of not less than fifty-five percent (55%) of the Net Fees, the Producer is entitled to unlimited Use of the Production, including New Media, in all countries for five (5) years. At the expiry of any five (5) year period, the Producer may elect to either:
- (i) pay a further fifty-five percent (55%) of the Net Fees in order to acquire unlimited Use rights, including New Media, in all countries for a further five (5) year period; or
  - (ii) pay 3.6% of DGR. Once the 3.6% DGR applies, production cannot revert back to the fifty-five percent (55%) for five (5) years formula.

**Note:** For greater clarity, this Use fee section does not apply to dramatic Productions such as *Exhibit “A”* or *72 Hours*.



**B602 Industrial Programs**

- (a) **Distribution Rights** Upon payment of the minimum fees provided for in this Agreement, the Producer is entitled to unrestricted theatrical and Non-theatrical release rights (i.e., excluding television).
- (b) **Step-up for Television Use** Upon payment of ten percent (10%) of the total Net Fees paid to Performers, the Producer is entitled to one (1) domestic run.
- (c) **Conventional Use Prepayment Option** Upon payment to the Performer of not less than fifty percent (50%) of the Net Fees, the Producer is entitled to unlimited Use of the Production, excluding New Media in all countries for five (5) years.
- (d) **All Uses Prepayment Option** Upon payment to the Performer of not less than fifty-five percent (55%) of the Net Fees, the Producer is entitled to unlimited Use of the Production, including New Media, in all countries for five (5) years.

**B603 Reuses on Canadian Television: Documentary Programs (Narrators and Commentators) and Industrial Programs** The Producer shall pay to the Performer the following percentages of the total Net Fees for each domestic run of a Production on television:

first reuse	10%
second and subsequent reuse	5%

**B7 – DISPUTE RESOLUTION MECHANISM**

**B701** Any differences between the Parties to this Agreement arising from the interpretation, application, administration, or alleged violation of the provisions of Articles B3 to B6 inclusive, or as otherwise provided for in this Agreement, shall be referred to final and binding arbitration. The Arbitrator shall be jointly selected by the relevant Producer's Association and ACTRA, and if the Parties fail to agree within twenty-one (21) days from the date of referral to arbitration, the Arbitrator shall be appointed by the federal Minister of Labour. The arbitration procedure shall be governed in all respects by the provisions of Appendix 11.

**PART C: MINIMUM FEES AND CONDITIONS FOR BACKGROUND PERFORMERS**

**C1 – MINIMUM DAILY AND WEEKLY FEES FOR QUALIFIED BACKGROUND PERFORMERS IN PROGRAMS (PER PRODUCTION)**

**C101**

Category	Year	Daily Fee	Hourly Rate	Overtime Rate	Weekly Rate	Included Work Hours
Stand-In*	1	\$216.50	\$27.00	\$40.50	\$973.25	8
	2	\$220.75	\$27.50	\$41.25	\$992.75	8
	3	\$225.25	\$28.25	\$42.50	\$1,012.50	8
Photo Double	1	\$205.75	\$25.75	\$38.75	n/a	8
	2	\$209.75	\$26.25	\$39.50	n/a	8
	3	\$214.00	\$26.75	\$40.25	n/a	8
Special Skill	1	\$274.75	\$34.25	\$51.50	n/a	8
	2	\$280.25	\$35.00	\$52.50	n/a	8
	3	\$285.75	\$35.75	\$53.75	n/a	8
Background Performer	1	\$205.75	\$25.75	\$38.75	n/a	8
	2	\$209.75	\$26.25	\$39.50	n/a	8
	3	\$214.00	\$26.75	\$40.25	n/a	8

\* The weekly rate for Stand-Ins is applicable only as provided for in Article C501(b)(i).

**C102** Except where the provisions of Part C specifically provide otherwise, the general provisions of Part A shall apply to Background Performers.

**C2 – QUALIFIED BACKGROUND PERFORMERS**

**C201 Definitions**

- (a) **Background Performer** means any Performer, other than a Principal Actor or an Actor, who is
  - (i) not required to give individual characterization;
  - (ii) not required to speak or sing any word or Line of Dialogue;
  - (iii) not required to perform as a Special Skill Background Performer as described in Article C201(d);
  - (iv) engaged to perform, either alone or as a member of a team or group, special silent businesses requiring a level of

proficiency or other physical skill within the competence of the average person, even if required to perform in dress clothes or costumes.

- (b) **Photographic Double** means a Performer who doubles photographically for a member of the cast during on-camera long shots and other scenes in which the Photographic Double is not recognizable.
- (c) **Stand-In** means a Performer engaged to physically replace another Performer and whose duties may include reading lines of dialogue for blocking purposes during a setup period.
- (d) **Special Skill Background Performer** means a Background Performer engaged to perform, either alone or as a member of a team or group, special silent businesses with a level of physical proficiency or other physical skills superior to that of the average person, provided that such level of proficiency or other physical skills shall be deemed to exclude stunt work as provided for in Article A26. Examples of such special silent businesses are
  - (i) water skiing, diving, skin diving, or scuba diving;
  - (ii) driving a marine vessel, a commercial motor vehicle, or any motor vehicle requiring a chauffeur's license;
  - (iii) any sport such as, but not limited to, baseball, football, skiing, hockey, soccer, and horseback riding,
  - (iv) discharging of firearms.
- (e) **Permittee** means a person granted a work permit who performs the work of a Background Performer, Photographic Double, or Special Skill Background Performer.

C202 Unrehearsed crowd noises and singing and/or recital of certain commonly known verses in crowd scenes when no music or words have been supplied and when such crowd noises, singing, and / or recital have not been rehearsed as a directed entity shall not be deemed dialogue and shall not be individually directed. No Background Performer shall be required to perform choreographed dances.

### C3 – QUALIFICATION OF BACKGROUND PERFORMERS

C301 **Preference of Engagement** Subject to Articles C501 and C502, prior to offering engagement as Background Performers to non-members of

ACTRA, the Producer shall

- (a) inform ACTRA of the requirements for Background Performers at the same time as giving notice of such requirements to the casting director;
- (b) offer engagement to members of ACTRA who are suitable for the engagement and who indicate that they are prepared to accept such engagement;
- (c) direct persons responsible for selecting Background Performers on each Production to adhere to the foregoing undertaking.
- (d) Where 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, and only then to non-members.

**C302 Filing Work Reports** The Producer shall file on a daily basis with the local ACTRA office or provide to the ACTRA steward a Performer Work Report (Appendix 5) with the name of each qualified Background Performer, together with the Production title and date of work of each Background Performer.

**C303** Permittees shall be permitted to work with ACTRA members upon the payment of a work permit fee to ACTRA of \$7.50 (or \$12.50 for Production locations within one hundred and twenty [120] kilometres of the ACTRA office in Toronto) per Permittee for each day such person is engaged.

**C304 Stand-In and Continuity Background Performer** Subject to Article C501, only ACTRA members shall be engaged in the categories of Stand-In or continuity Background Performer, except in the following circumstances:

- (a) where the Background Performers are Minors;
- (b) where ACTRA members who are suitable for the engagement are unavailable;
- (c) where unique characteristics are required;
- (d) where Background Performers are working for more than one day, pursuant to Article C5;
- (e) where continuity Background Performers are engaged exclusively for work in a location as described in Article C305.

**C305 Location Shoots** The terms and conditions of this Agreement shall not apply to engagement of Background Performers who are not members of ACTRA for production locations eighty (80) kilometres or more from the nearest ACTRA office (one hundred and twenty [120] kilometres in the case of Toronto). ACTRA members who reside within the vicinity of the location of the shoot shall receive preference of engagement from the Producer.

#### C4 – CONDITIONS OF ENGAGEMENT (QUALIFIED BACKGROUND PERFORMERS)

##### 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.
- (b) Background Performers will be provided with the time of Call and location prior to twelve (12) hours before the Call time, subject to unexpected occurrences that can be verified. In the case of Stand-Ins, the notice shall be given twenty-four (24) hours before the Call time.
- (c) With respect to upgrades, additional work time, additional workdays, etc., ACTRA members shall be given preference, except for purposes of continuity in a scene or of specific characteristic requirements.

**C402 Voucher Requirement** The Producer shall not require the Background Performer to commence work without a completed ACTRA Background Performer Voucher designating the category of work (see Appendix 17).

**C403 Wardrobe Call** Background Performers required by the Producer to attend specifically for the purpose of choosing and/or fitting wardrobe and/or wigs shall be paid for all time spent on each occasion at the Background Performer's hourly rate, with a two (2) hour minimum for each such Call, if such time is not otherwise being credited and paid for at the applicable rates. Where Performers are required to provide two (2) or more changes of wardrobe for a "go see," this shall be considered a paid wardrobe call and the Performer will be so paid, whether or not they are engaged.

**C404 Minimum Call** The minimum Call for Background Performers, Special

Skill Background Performers, Photographic Doubles and Stand-ins is 8 hours. There may be 1 unpaid meal break during the 8 hour Call, such break to occur not earlier than 1 hour following the commencement of work. Work in excess of 8 hours shall be payable at the appropriate overtime rate.

- C405 **Working in a Higher Category** If any Background Performer is upgraded to Special Skill Background Performer in the course of a workday, then the higher rates shall prevail for that entire workday. If the Background Performer is called back for the next day and the Producer intends that she or he shall revert back to the original rate of engagement, the Background Performer shall be notified at the time of the callback.
- C406 **Adjustment to a Higher Category** Any adjustment to a higher category and rate shall be noted on the Background Performer Voucher at the time of the adjustment, and initialled by the Producer or its designated representative (see Appendix 17).
- C407 **Wardrobe**
- (a) When a Background Performer is required to provide more than one (1) change of clothing in the same session, the Background Performer shall be compensated at the rate of \$5.00 per change in excess of one (1).
  - (b) Formal or specialty wardrobe (e.g., tuxedos, formal gowns, culturally specific formal or ceremonial wardrobe, clown uniforms, etc.) shall be compensated at the rate of \$35.00 per change per week.
  - (c) Where the Performer is wearing the Performer's own personal wardrobe and has not been required to change, there shall be no time deducted for wardrobe.
  - (d) A suitable area shall be provided for the storage of Background Performers' clothing.
- 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 per day.

- C409 Cast and Crew Meals** The Producer shall provide the same cast and crew meals and Substantial Snacks to all Background Performers who are ACTRA members, including Apprentice members.
- C410 Inclement Weather** No Background Performer will be required to be exposed to inclemency or extremes of weather for unreasonably long periods of time. During intemperate or inclement weather, Background Performers will be allowed a rest period of not less than ten (10) minutes per hour when they will be able to seek shelter from the elements, provided that completion of the shot shall not be considered a breach of this Article.

#### C5 – NUMBER OF ACTRA MEMBERS AND PERMITTEES

- C501** (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-six (26) 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) ACTRA members for any purely Canadian dramatic content Production (i.e., that would qualify as 10/10) in Toronto, Montréal or Vancouver, or for purely Canadian dramatic content Production with Budgets consistent with CIPIP thresholds, eleven (11) ACTRA members, or
  - (iii) eleven (11) ACTRA members for any Production outside of Toronto, Montréal 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) 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).

C502 The Producer will be directly responsible for paying any required permit fees for all Permittees hired, up to the required limits set in Article C501.

C503 There will be no permit fee required for additional Background Performers, and they will be paid at a rate to be negotiated between the Producer and such Background Performers. Such rate shall be not 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.

C504 Persons who are engaged as a group to perform in nondescript crowd scenes, in which none of the said persons are provided with individual direction, shall not be entitled to the said hourly rate, save and except for the requirements set out in Article C501.

## C6 – BACKGROUND PERFORMER LIST

C601 ACTRA will make the following information available to Producers and casting directors:

- (a) The names of ACTRA members who have indicated their willingness to accept Background Performer engagements;
- (b) the most recent contact information of such members (as provided by the members to ACTRA);
- (c) when available, the date at which the member last expressed his or her willingness to accept Background Performer engagements;



and

- (d) any other information relating to their members that ACTRA wishes to make available to Producers and casting directors.

If the information is not made available through an ACTRA-maintained website, it shall be made available in the form of an electronic document.

**PART D: ANIMATION PERFORMERS**

**D1 – MINIMUM FEES AND CONDITIONS OF ENGAGEMENT OF ANIMATION PERFORMERS**

D101 Except where the provisions of Part D specifically provide otherwise, the general provisions of Part A shall apply to Animation Performers.

D102 In this Part D, “Session” means a workday with a minimum Call as provided for in this section.

D103 **Minimum Fees for Animation Performers** (per Production of more than ten [10] minutes’ running time)

Categories	Period	Daily Fee	Hourly Fee	Overtime Rate	Included Work Hours
Principal Actor	1	\$497.75	\$88.75	\$133.25	4
	2	\$507.75	\$90.50	\$135.75	4
	3	\$518.00	\$92.75	\$138.50	4
Actor, etc.	1	\$335.25	\$60.00	\$90.00	4
	2	\$342.00	\$61.25	\$92.00	4
	3	\$348.75	\$62.25	\$93.50	4

When work is required beyond the included work time, the additional hours up to and including eight (8) hours of work shall be paid at the hourly rate. Work beyond eight (8) hours shall be paid at the overtime rate.

**Note:** Dubbing of animated Productions is governed by the Dubbing Section (see Appendix 20).

D104 **Initial Session Allowance** The initial recording Session of an animated Series or animated Pilot shall include eight (8) hours of work at the rate of a regular four (4) hour Call as provided for in Article D103.

D105 **Minimum Fees for Short Animated Productions** (per Production of ten [10] minutes or less running time)

(a) Minimum Call per Production

1 hour \$335.25 / \$342.00 / \$348.75 per Performer

(b) Additional work time

per hour \$88.75 / \$90.50 / \$92.25 per Performer

- (c) Where an Animation Performer is engaged to perform more than one (1) Production in one Session, the following discounts apply:

2 Productions 20% discount

3 or more Productions 30% discount

**Note:** Dubbing of animated Productions is governed by the Dubbing Section (see Appendix 20).

#### D106 **Doubling**

- (a) Principal Animation Performers may perform one additional Role without additional payment beyond the Principal Session fee set out in Articles D103 or D105 per Production, provided that the additional Role shall not exceed ten (10) consecutive words of scripted or unscripted dialogue.
- (b) Subject to Article D106(a) above, Animation Performers engaged to perform more than one (1) Role in a Production shall be paid fifty percent (50%) of the rate of the category of the additional Role, for each such additional Role. For example, a Principal Animation Performer engaged to perform two (2) additional Roles, one as a Principal and one as an Actor, shall receive fifty percent (50%) of the Principal rate and fifty percent (50%) of the Actor rate respectively for such Roles.
- (c) Participation in crowd noises or incidental sounds and words are not considered a performance.
- (d) Sound library material for a character may only be used on a Production in which the Performer who recorded the material is also contracted to perform the same character as either a Principal Actor or Actor role. Use of material from a sound library on a different Production (for which the Performer has not been contracted to perform that character) requires a payment equivalent to either the Principal Actor or Actor Category fees (depending on the amount of material used) as set out in Article D103.

- D107 **Bumpers and Generic Promos** An Animation Performer may perform Bumpers in the nature of “We’ll be right back” or generic promos for the Production or Series (i.e., those that do not identify a particular broadcaster or station) during a regularly scheduled Session, for no additional compensation.

A Performer engaged for the sole purpose of making Bumpers and generic promos shall be paid a Session fee of \$497.75 / \$507.75 / \$518.00 for a four (4) hour minimum Call. Additional time up to and including eight (8) hours of work shall be paid at the hourly rate. For the purpose of calculating Use fees, the performance in a Bumper Session shall be deemed to be the same as in an Episode.

**D108 Promotional Announcers and Non-generic Promos** An Animation Performer engaged as a promotional Announcer shall be entitled to a Session fee of \$710.00 / \$724.25 / \$738.75. Additional time including eight (8) hours shall be at a prorated hourly rate. For the purposes of calculating prepaid Uses, the performance in a Session shall be deemed to be the same as in an Episode.

**D109 Series Guarantees and Discounts**

Where an Animation Performer is guaranteed

- (a) thirteen (13) Episodes on one season, a discount of five percent (5%) will apply to such services;
- (b) twenty-six (26) Episodes in one season, a discount of ten percent (10%) will apply to such services;
- (c) sixty (60) Episodes in one season, a discount of fifteen percent (15%) will apply to such services.

For the purposes of these subparagraphs (a), (b), and (c), a season shall not exceed twelve (12) months from the first recording Session to the last Session.

**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:

Category	Session Fee	Included Work Time
Principals	\$287.00 / \$292.75 / \$298.50	2 hours
Actor	\$192.50 / \$196.25 / \$200.25	2 hours

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.

**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 Option 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 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 percent (200%) of Net Fees for Animation Productions; or
- (b) **All Uses 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.

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.

## PART E: PRODUCTIONS MADE FOR NEW MEDIA

Productions with a declared Use of New Media as defined in Article A428 of the IPA (“New Media Production” or “New Media Productions”) may proceed under Option 1 or Option 2, as applicable.

### E1 – OPTION 1

- E101     **Purpose** The purpose of this Option 1 is to encourage low-budget Canadian New Media Productions to engage professional performers represented by ACTRA.
- E102     **Eligibility** Except as provided for in E105, Option 1 is available to all New Media Productions produced by a Canadian Producer with a total budget of twelve thousand dollars (\$12,000.00) or less per minute. New Media Productions with a total budget of over twelve thousand dollars (\$12,000.00) per minute shall be subject to the terms and conditions of the IPA except for the determination of Use fees, which are set out in section E108 below
- E103     **Applicability** In all instances in which Option 1 is silent, the standard terms and conditions of the IPA shall apply.
- E104     **Co-productions** When a New Media Production is a co-production, the budget must meet the requirement in E102 above. Allocation of revenue issues, if any, shall be determined pursuant to the provisions of Article B509(g), as per the rules applicable to Official Treaty Co-productions.
- E105     **Excluded Productions** The following Productions shall be deemed excluded Productions for the purposes of Option 1:  
industrial/corporate videos, dubbing, and Pilot Programs for which the Producer is utilizing Article B206 of the IPA, unless the Series in relation to which the Pilot Program is produced qualifies as a Production.
- E106     (a) **Minimum Fees – Live Action** New Media Productions shall, where applicable, receive discounts on all applicable rates set out in the IPA as described below. Subject to sections E106(b) and E107, available discounts shall apply to all performance category minimum daily, hourly, overtime, and weekly fees. No other rates or fees in the IPA may be discounted unless otherwise specified in Option 1.

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

- \* (i) Where a New Media Production has a projected segment length of fifteen (15) minutes or less, Performers are to be paid on a per-day-of-production basis, regardless of the number of segments and total length of the New Media Production, provided that the New Media Production is held together by the same title, trade name or trademark, identifying devices, or common characters; and
- (ii) Where a New Media Production has a projected segment length of over fifteen (15) minutes:
- Payment of the minimum daily fee shall permit up to five (5) New Media Productions to be produced in one session (i.e., one workday). Such New Media Productions must be held together by the same title, trade name or trademark, identifying devices, or common characters.
- For each New Media Production beyond five (5) produced in one work-day session, the Producer shall either pay an additional twenty-five percent (25%) of the minimum daily fee per New Media Production or pay an additional minimum

daily fee that shall allow the Producer to produce up to five (5) additional New Media Productions on that same workday.

If the New Media Production qualifies as a Mini-series under Article A425 of the IPA, the Performer shall be paid on a per-day-of-production basis, regardless of the number of segments and total length of the New Media Production.

- (b) **Minimum Fees – Animation** Minimum fees and conditions of engagement for Animation Performers engaged on animated New Media Productions at any budget level will be those set out in Part D of the IPA. For clarity, animated New Media Productions may not access fee discounts from this Part E, but Use fees shall be those set out in section E108.

**E107 Background Performers** The minimum fees payable to Performers in Background Performer categories may not be discounted. However, if the Producer wishes to engage Background Performers, the Producer shall be required to engage only a maximum of ten (10) ACTRA members as Background Performers, excluding Stand-ins, Photo Doubles, and two (2) non-member Special Skill Background Performers.

**E108 Use Fees Based on Participation in DGR**

- (a) **Tiers C and D** The Producer of a Tier C or D New Media Production may at any time elect one of the following options:
- (i) **New Media Use Prepayment Option** The Producer may, at any time, acquire unrestricted New Media Use rights (A445(a)(viii)) for a period of four (4) consecutive years beyond the New Media declared Use period, for one hundred and five percent (105%) of Net Fees. Following the prepayment period, Performers shall be paid Use fees in the aggregate of eight percent (8%) of DGR as provided in B504.
- (ii) **All Uses Prepayment Option** The Producer may, at any time, elect the “All Uses Prepayment” option as set out in Articles B501(a), B601(d), and B602(d) of the IPA. Following the prepayment period, Performers shall be paid Use fees in the aggregate of eight percent (8%) of DGR as provided in B504.

If no prepayment is elected, Performers shall be paid Use fees in the aggregate in the amount of eight percent (8%) of DGR for exploitation of the New Media Production in any New Media Use,



following the declared Use period provided for in Article B301(g).

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

\* See Appendix 36 for administration of the consent process.

- (b) **Tiers A and B** The Producer of a Tier A or B New Media Production may elect one of the following options at the time of production:
- (i) **New Media Use Prepayment Option** The Producer may acquire unrestricted New Media Use rights (A445(a)(viii)) for a period of four (4) consecutive years beyond the New Media declared Use period, for one hundred and five percent (105%) of Net Fees. Following the prepayment period, Performers shall be paid Use fees in the aggregate of three and six-tenths percent (3.6%) of DGR as provided in B504.
  - (ii) **All Uses Prepayment Option** The Producer may elect the "All Uses Prepayment" option as set out in Articles B501(a), B601(d), and B602(d) of the IPA. Following the prepayment period, Performers shall be paid Use fees in the aggregate of three and six-tenths percent (3.6%) of DGR as provided in B504.
  - (iii) **Advance Option** The Producer may elect to pay an Advance as set out in Article B501(c) against all Uses listed in A445(a)(i-viii).

If no prepayment or Advance is elected at the time of production, Performers shall be paid Use fees in the aggregate in the amount of three and six-tenths percent (3.6%) of DGR from revenues received from New Media Use following the declared Use period provided for in Article B301(g). The Producer may, prior to conventional Use of the New Media Production, elect to pay the traditional Advance option set out in Article B501(c), the "Conventional Use Prepayment" option set out in Article B501(b), or three and six-tenths percent (3.6%) of DGR attributable to conventional Use. The exercise of the 3.6% DGR option shall be subject to ACTRA's consent.\* A Producer desiring to utilize this option shall so notify ACTRA.

\* See Appendix 36 for administration of the consent process.

- (c) **Animated New Media Productions** The Producer of an animated New Media Production may elect one of the following options at

the time of production:

- (i) **New Media Use Prepayment Option** The Producer may acquire unrestricted New Media Use rights (A445(a)(viii)) for a period of four (4) consecutive years beyond the New Media declared Use period, for one hundred and five percent (105%) of Net Fees. Following the prepayment period, Performers shall be paid Use fees in the aggregate of three and six-tenths percent (3.6%) of DGR as provided for in Article B504.
- (ii) **All Uses Prepayment Option** The Producer may elect the “All Uses Prepayment” option, as set out in Article B501(a) of the IPA, or the additional Use Payment Options set out in Article D111(b). Following the prepayment period, Performers shall be paid Use fees in the aggregate of three and six-tenths percent (3.6%) of DGR as provided in Article B504.
- (iii) **Advance Option** The Producer may elect to pay an Advance as set out in Article B501(c) against all Uses listed in A445(a)(i-viii).

If no prepayment or Advance is elected at the time of production, Performers shall be paid Use fees in the aggregate in the amount of three and six-tenths percent (3.6%) of DGR from revenues received from New Media Use following the declared Use period provided for in Article B301(g). The Producer may, prior to conventional Use of the New Media Production, elect to pay the traditional Advance option set out in Article B501(c), the “Conventional Use Prepayment” options set out in Article B501(b) or D111(a), or three and six-tenths percent (3.6%) of DGR attributable to conventional Use. The exercise of the 3.6% DGR option shall be subject to ACTRA’s consent.\* A Producer desiring to utilize this option shall so notify ACTRA.

\* See Appendix 36 for administration of the consent process.

## E109 Excerpts

- (a) If content from a conventional Production is used in a New Media Production produced under Option 1, any amounts owed pursuant to Article A3301 shall be reduced by the discount applicable to that New Media Production, if any.
- (b) If a Producer wishes to use an excerpt from a New Media Production produced under Option 1 in a conventional Production,

any fees owed to the Performer pursuant to Article A3301 shall be based on the greater of the applicable minimum fees outlined under Part B of the IPA and the Performer's contracted daily fee for the original New Media Production.

- E110 **Security** The Producer shall execute a standard Security Agreement as per Appendix 7A of the IPA prior to principal photography or key animation.
- E111 **Security for Payment** No later than five (5) business days before any work is scheduled to begin for Performers, a payroll security deposit is required of the Producer. The deposit will be held in trust.
- E112 The Parties understand that New Media Productions are often produced with small budgets. Producers can request administrative arrangements with ACTRA to manage bonds and payroll security, and ACTRA agrees to give good-faith consideration to such requests. ACTRA will notify the Associations of its decisions with respect to any modified security arrangements requested by Producers.
- E113 **Filing Procedure** No later than two (2) weeks prior to principal photography, the Producer will provide to ACTRA a copy of the most up-to-date shooting script/outline and the production schedule. The Producer shall also provide to ACTRA a detailed cast budget and a budget top sheet signed by the Producer, along with a statutory declaration that the budget amount is the true and final budget.
- E114 **Budget Changes** If, during the course of production, the New Media Production budget increases beyond the level permitted by Article E106, the Producer must disclose this information to ACTRA. Any New Media Production that is found to be taking unfair advantage of the terms and conditions of Option 1, through misrepresentation or falsification of budget, will become retroactively subject to the full rates, terms, and conditions of the IPA.
- E115 **Revised Scope** Within four (4) weeks of the first New Media Use, the Producer shall submit to ACTRA a detailed report of actual expenditures, showing the actual cost of the New Media Production to date. In the event that actual production costs exceed the budget threshold under Tier D as set out in Article E106, the Producer shall pay to the Performers, or to ACTRA for the benefit of the Performers, any additional sums necessary to bring the compensation of the Performers in line with the fees applicable under Tier C. Should the

actual production costs exceed the budget thresholds under Tier C, the Producer shall pay to the Performers, or to ACTRA for the benefit of the Performers, any additional sums necessary to bring the compensation of the Performers in line with the fees applicable under Tier B. Should the actual production costs exceed the budget thresholds under Tier B, the Production will no longer be deemed a Tier B Production and shall become retroactively subject to the rates, terms, and conditions of the IPA.

- E116 **Notice to Performers** A Producer utilizing Option 1 must give notice to Performers at the time of casting, through casting notices, that discounted rates may apply. Such notices shall not contain any statement that attempts to restrict the right of any Performer to negotiate terms (including rates and fees) and conditions in excess of the minimum fees, rates, and conditions.
- E117 A Producer may edit material at a session to create a new New Media Production upon payment of an additional twenty-five percent (25%) per New Media Production. It is confirmed that, for the purposes of Part E and consistent with past practice under the IPA, “versioning” (i.e., editing of a New Media Production for segment length) does not constitute a new New Media Production.

## E2 – OPTION 2

- E201 Option 2 is automatically available to New Media Productions that are guaranteed by an Approved Distribution Guarantor as per Article A518(b). The Approved Distribution Guarantor shall sign the *Alternate Guarantee Letter for ACTRA and the ACTRA Performers’ Rights Society Regarding Production Obligations and Distribution Rights*, set out in Appendix 24.
- E202 Terms of engagement and Use for all New Media Productions that meet the criteria set out in E201, other than High-Budget SVOD Productions (defined in Article E203 below), may be negotiated by ACTRA and the Producer.
- E203 **High-Budget SVOD Production** means an original or derivative dramatic New Media Production made for initial exhibition on a subscription consumer-pay New Media platform (such as Netflix) that meets the following criteria (hereinafter “High-Budget SVOD Productions”):

<b>Length of Production as Initially Exhibited*</b>	<b>“High Budget” Threshold</b>
20–35 minutes	\$1,475,000.00 and above
36–65 minutes	\$2,825,000.00 and above
66 minutes or more	\$3,400,000.00 and above

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

**E204 Use Fees Based on Participation in DGR** The Producer of a High-Budget SVOD Production may elect one of the following options at the time of production:

- (a) **New Media Use Prepayment Option** The Producer may acquire unrestricted New Media Use rights (A445(a)(viii)) for a period of four (4) consecutive years beyond the New Media declared Use period, for one hundred and five percent (105%) of Net Fees. Following the prepayment period, Performers shall be paid Use fees in the aggregate of three and six-tenths percent (3.6%) of DGR as provided for in Article B504.
- (b) **All Uses Prepayment Option** The Producer may elect the “All Uses Prepayment” option as set out in Article B501(a) of the IPA. Following the prepayment period, Performers shall be paid Use fees in the aggregate of three and six-tenths percent (3.6%) of DGR as provided for in Article B504.
- (c) **Advance Option** The Producer may, at any time, elect to pay an Advance as set out in Article B501(c) against all Uses listed in Article A445(a)(i-viii).

If no Prepayment or Advance is elected at the time of production, Performers shall be paid Use fees in the aggregate in the amount of three and six-tenths percent (3.6%) of DGR from revenues received from New Media Use following the declared Use period provided for in Article B301(g). The Producer may, prior to conventional Use of the Production, elect to pay the traditional Advance option set out in Article B501(c), the “Conventional Use Prepayment” option set out in Article B501(b), or three and six-tenths percent (3.6%) of DGR

attributable to conventional Use. The exercise of the 3.6% DGR option shall be subject to ACTRA's consent.\* A Producer desiring to utilize this option shall so notify ACTRA.

\* See Appendix 36 for administration of consent process.

### E3 – RETROSPECTIVE APPLICATION

E301 To the extent that additional consent is necessary, if requested by the Producer, ACTRA and ACTRA PRS agree to use diligence in order to secure the consent of Performers appearing in Productions made under previous Independent Production Agreements to apply the terms of Option 1 or Option 2, as applicable, to the Use of those existing Productions in all New Media, as that term is defined in the 2016 IPA. ACTRA agrees that the IPA shall not bar such retrospective application. By paying three and six-tenths percent (3.6%) of DGR, the Producer may use Productions produced under a predecessor IPA in all New Media.

## PART F: FACT-BASED/LIFESTYLE PRODUCTION

### F1 – PREAMBLE AND DEFINITION

- F101 **Preamble** As this is an emerging genre of production, ACTRA and the Associations agree to work together to encourage more production of this type under the Independent Production Agreement.
- F102 **Definition** A Fact-based/Lifestyle Production is a television Production with an average budget below \$304,662 / \$310,755 / \$316,970 per half-hour, on a non-fictional theme, excluding drama Productions, Documentaries, and game shows. Fact-based/Lifestyle Productions include home renovation, cooking, travel, and reality programs. Examples include *Lofters* (reality program), *Meet the Folks* (reality contest), *Canadian Idol* (talent contest), *Wedding Story* (fact-based reality), and *Trading Places* (lifestyle reality).

### F2 – INCLUSIONS

- F201 **Inclusions** The following participants shall be contracted as Performers and paid in accordance with the terms and conditions of the IPA and this section:
- (a) the host(s) and narrator(s);
  - (b) judges or other experts who play an integral role in a Production on three (3) or more Episodes in a calendar year;
  - (c) any other distinct, recurring individual who plays an integral role in a Production and appears in at least six (6) Episodes. It is understood that once such a person is covered, the individual is not automatically covered on future episodes of a Series unless s/he continues to qualify.

The producer shall supply ACTRA with a list of excluded individuals.

### F3 – MINIMUM FEES AND USE FEES

- F301 **Minimum Fees** A Performer (other than Off-Camera Narrators and Commentators) may be contracted at no less than the applicable minimum daily fee to perform in three (3) Episodes to be produced per day of Production. For each additional Episode produced per day of production, the Performer shall be paid not less than fifty percent (50%) of the applicable minimum daily fee. For example, minimum performance fees for a Performer who appears in four (4) Episodes on a

single day of production will be calculated at one hundred and fifty percent (150%) of the applicable daily fee.

- F302 **Use Fees** Performers contracted under this section are entitled to Use Fees (excluding New Media) of fifty percent (50%) of Net Fees and all Use Fees (including New Media) of fifty-five percent (55%) of Net Fees for four (4) years. Prior to the expiry of the four (4) year period, the Producer would have the choice of paying an additional 50% or 55%, as applicable, of Net Fees and clearing an additional four (4) year period, or paying three and six-tenths percent (3.6%) of DGR. The election must be made prior to the end of the relevant Use period. Once the 3.6% DGR applies, the Producer cannot revert back to the formula of 50% or 55%, as applicable, for four (4) years.
- F303 **Existing Agreements** Performers who were contracted in this genre prior to April 14, 2007, under a predecessor IPA shall not have their contracts altered to reflect the provisions contained in Part F. For clarity, all pre-existing contracts shall be grandfathered.
- F304 **No Pyramiding of Discounts** Productions using the provisions of Part F may not access fee discounts from any other part of the Agreement, including Appendix 18, CIPIP.



## **PART G: TERM AND EXECUTION AND APPENDICES**

### **G1 – TERM AND EXECUTION**

- G101 This Agreement will become effective on January 1, 2016, and remain in effect until December 31, 2018.
- G102 Either Party desiring to renegotiate shall give notice to the other Party in writing at least six (6) months prior to the termination date.
- G103 Until the Parties are entitled to legally terminate the terms of this Agreement pursuant to the provisions of Appendix 2, the provisions of this Agreement shall remain in full force and effect.

### **G2 – APPENDICES**

The following Appendices shall form part of this Agreement:

1. Letter of Understanding and List of Producers Bound by This Agreement (see Article A103)
2. Negotiation Protocol (see Article A103)
3. Voluntary Recognition Agreement (see Article A103)
4. Preservation of Bargaining Rights (see Article A107)
5. Performer Work Report (see Articles A514, A604, and C302)
6. Production Guarantee (see Article A516[g])
- 7A. Security Agreement (see Article A517[b])
- 7B. Standard Security Terms (see Article 517[b])
8. Distribution Guarantee (see Article A517[c])
9. Distributor's Assumption Agreement (see Articles A517[c] and A520[a])
- 9A. Distributor's Assumption Agreement (Non-approved Distributor) (see Article A520)
10. Purchaser's Assumption Agreement (see Article A519[a])
11. Dispute Resolution Mechanism (see A709[d])
12. Standard Contract Form (see Article A804)
13. Statutory Declaration for Casting Directors (see Article A806)
14. Declaration of Parent in the Engagement of Children (see Article A2704[a])

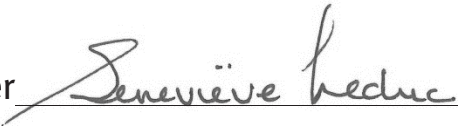
15. Chaperon Forms (Appointment and Consent of Chaperon) and Emergency Medical Authorization Form (see Articles A2704[a] and A2708[c])
16. Audition Sign-in Sheet (see Article A2801)
17. Background Performer Voucher (see Articles C402 and C406)
- 17A. ACTRA Additional Background Performer Voucher
18. Canadian Independent Production Incentive Program (CIPIP)
19. Daily Serials (Soaps) Agreement
20. Dubbing Section
21. Provisions Applying to Quebec Only
22. Letter of Understanding: Work Permits and Work Opportunities
23. Declaration Respecting the 25% Advance Option (see Article B502)
24. Alternate Guarantee Letters
25. Letter of Understanding: Voluntary Deduction for the Performing Arts Lodges of Canada and the Actors' Fund
26. Letter of Understanding: On-Set Accident Insurance for Performers
27. Letter of Understanding: Electronic Data Interchange (EDI) Feasibility Study
28. Performer Independent Production Remittance Statement
29. Security for Payment
30. Letter of Understanding: Working Conditions
31. Committee of Enquiry into Casting Directors and the Casting Process
32. Stunt Rigging
33. Equal Opportunity Committee
34. Legal Addendum
35. Settlement of the Past
36. Letter of Understanding: Converting a New Media Production for Conventional Use

The Producers' Associations and ACTRA hereby agree to be bound by the terms and conditions of this Collective Agreement and it is hereby executed by their duly authorized representatives.

Date: as of January 1, 2016

**Association Québécoise de  
la Production Médiatique**

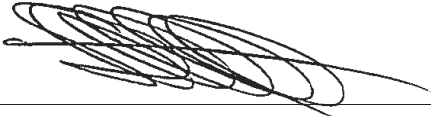
Per 

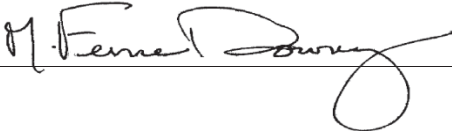
Per 

**Canadian Media Producers  
Association**

Per 

**ACTRA**

Per 

Per 

**APPENDIX 1**

**PRODUCERS BOUND BY THIS AGREEMENT**

(SEE ARTICLE A103)

**LETTER OF  
UNDERSTANDING  
BETWEEN**

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

**AND**

**THE CANADIAN MEDIA PRODUCERS  
ASSOCIATION (HEREINAFTER “THE CMPA”)**

Without prejudice to any position that the CMPA may take in the future in any context, including, without limitation, subsequent rounds of bargaining, the Parties agree that the list of Producers bound to the IPA as set out in the most recently expired IPA shall continue in force for the life of the renewed IPA, which expires on December 31, 2018.

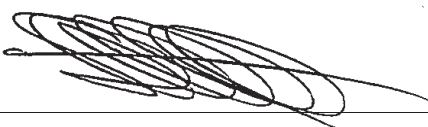
This will further confirm that the Parties agree to add to this list, set out in Appendix 1, the names of those Producers who executed Appendix 3 of the now-expired IPA during the life of that Agreement.

For greater clarity, the predecessor IPA was enforced between the Parties from January 1, 2013, to December 31, 2015.

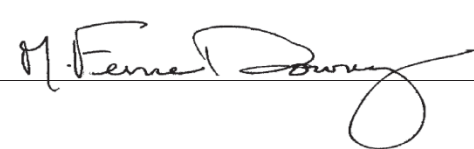
Dated at Toronto this 1st day of January, 2016.

ACTRA

CMPA

Per 

Per 

Per 

## PRODUCERS BOUND BY THIS AGREEMENT

The Companies named in this Appendix have executed or are deemed to have executed the Negotiation Protocol (see Appendix 2) prior to the coming into effect of this version of the IPA. Therefore, pursuant to Paragraph 2 of said Protocol, each named Company is “bound by the terms and conditions of this Agreement, which is the result of collective bargaining between the Associations, on the one hand, and ACTRA, on the other hand.” The names of any new Producers that are added to the list subsequent to the above date shall be considered by the Parties to have executed the Negotiation Protocol.

<b>Numerical</b>	1535790 ONTARIO INC.
100 FEMINISTS INC.	1536901 ONTARIO INC.
100 FILMS INC.	1551264 ONTARIO INC.
101010332 SASKATCHEWAN LTD.	1551264 ONTARIO LTD.
101023625 SASKATCHEWAN LTD.	1551265 ONTARIO INC.
101080507 SASKATCHEWAN LTD.	1578631 ONTARIO INC.
101203978 SASKATCHEWAN LTD.	1612038 ONT. LTD. – “SPLIT CITY”
101234915 SASKATCHEWAN LTD.	1620719 ONTARIO INC.
1062476 ALBERTA LTD.	1638426 ONTARIO INC.
1092331 ONTARIO LTD.	167183 CANADA INC. (O/A TAMARACK PRODUCTIONS)
1104331 ALBERTA LTD. (OA SIX FIGURES PRODUCTIONS)	1673306 ONTARIO LIMITED
111 FILMS INC.	1681029 ONTARIO INC.
12 DAYS PRODUCTIONS INC.	1698135 ONTARIO INC.
12 MEN OF CHRISTMAS PRODUCTIONS LTD.	1698136 INC
1232480 ONTARIO LTD.	16TH ROUND PRODUCTIONS CORP.
1260257 ONTARIO LTD.	1710437 ONTARIO INC.
12TH ST. FILMS INC.	1743722 ONTARIO INC.
12TH STREET FILMS & BENTO BOX ENTERTAINMENT	1757712 ONTARIO INC.
1310677 ONTARIO INC.	1779211 ONTARIO INC.
1335337 ONTARIO LTD.	1796222 ONTARIO INC.
1352389 ONTARIO INC.	1801231 ONTARIO INC.
1375835 ONTARIO LTD. (CHARLOTTE BERNARD ENTERPRISES)	1806981 ONTARIO INC.
1380099 ONTARIO INC.	1819410 ONTARIO INC.
14 HOURS PRODUCTIONS INC.	1831354 ONTARIO INC.
1404367 ONTARIO LTD.	1842548 ONTARIO INC.
1409086 ONTARIO LIMITED	1845328 ONTARIO INC.
1421019 ONTARIO INC.	1870047 ONTARIO INC.
1424967 ONTARIO LTD. (THE CLICK PRODUCTIONS)	1875171 ONTARIO INC.
1432146 ONTARIO LIMITED	1880609 ONTARIO INC.
1492039 ONTARIO INC.	1886539 ONTARIO INC.

1894955 ONTARIO INC.	2292456 ONTARIO INC.
1909613 ONTARIO INC.	2296613 ONTARIO INC.
1909614 ONTARIO INC.	2317782 ONTARIO INC.
1911131 ONTARIO INC.	2319089 ONTARIO INC.
1918153 ONTARIO LTD.	2325432 ONTARIO LTD.
1921384 ONTARIO INC.	2328263 ONTARIO INC.
1936314 ONTARIO INC.	2336786 ONTARIO INC.
1990 TRUTH FILMS INC.	2347409 ONTARIO INC.
1999 TV FILMS LP	2376404 ONTARIO INC.
1999 TV FILMS NO. 2 LP	2381356 ONTARIO INC.
19TH WIFE PRODUCTIONS INC.	2381356 ONTARIO INC.
2 TIMES VISION (PICTURES)	2395307 ONTARIO INC.
2005519 ONTARIO INC.	2398600 ONTARIO INC.
2016489 ONTARIO INC.	24 HOUR PRODUCTIONS INC.
2059851 ONTARIO INC.	2406664 ONTARIO INC.
2069779 ONTARIO INC.	2419562 ONTARIO INC.
2075382 ONTARIO LIMITED	2425269 ONTARIO INC.
2075944 ONTARIO LIMITED	2426511 ONTARIO INC.
2077883 ONTARIO INC.	2427894 ONTARIO INC.
2086411 ONTARIO INC.	2455353 ONTARIO INC.
2104250 ONTARIO INC. (O/A DIVINE RESTORATION II)	2457408 ONTARIO INC.
2122947 ONTARIO INC.	2459342 ONTARIO INC.
2129691 ONTARIO INC.	2469399 ONTARIO LIMITED
2140634 ONTARIO INC.	2479529 ONTARIO INC.
2164405 ONTARIO INC.	2481476 ONTARIO INC.
22 CHASER PRODUCTIONS INC.	25 YEARS OF SKINNAMARINK INC.
22 MINUTES INC.	2-BIT FILMS INC.
22 MINUTES IX INC.	2H2M FILMS LTD.
22 MINUTES X INC.	2M INNOVATIVE INC.
22 MINUTES XI INCORPORATED	2X ENTERTAINMENT INC.
22 MINUTES XII INCORPORATED	3 CANADIAN BROTHERS PRODUCTIONS INC. AND 3 CANADIAN BROTHERS PRODUCTIONS INC. AS AGENT FOR SENTINEL HILL NO. 115 LP
22 MINUTES XIII INCORPORATED	3 LEGGED DOG FILMS
22 MINUTES XIV LIMITED	30TH BIRTHDAY PRODUCTIONS (MUSE) INC.
2212656 ONTARIO INC. DBA ECSTASY FILM PRODUCTION SERVICES	3243988 NOVA SCOTIA LIMITED
2214336 ONTARIO INC.	3272577 NOVA SCOTIA LIMITED
2215190 ONTARIO INC.	3275354 NOVA SCOTIA LIMITED
2215190 ONTARIO INC.	34 SECONDS PRODUCTIONS INC.
2215190 ONTARIO INC.	35 YEARS TV INC.
2225096 ONTARIO INC.	3838668 CANADA INC.
2252444 ONTARIO INC. DBA HELLO OCTOBER	3A PRODUCTIONS INC.
2254100 ONTARIO INC.	4/20 PRODUCTIONS LTD.
2283145 ONTARIO INC.	40 BELOW PRODUCTIONS INC
2289543 ONTARIO INC.	4015614 CANADA INC.

4128257 CANADA INC.  
 4372761 MANITOBA LTD.  
 4433581 MANITOBA INC.  
 4433581 MANITOBA INC.  
 45 RPM PRODUCTIONS INC.  
 4523190 MANITOBA LTD.  
 4534000 MANITOBA INC.  
 4693281 MB LTD.  
 4928033 MANITOBA INC.  
 4AM PRODUCTIONS INC.  
 4F PRODUCTIONS INC.  
 4-SQUARE FEATURES LTD.  
 4SQUARE FEATURES LTD.  
 50796 NEWFOUNDLAND AND LABRADOR INC.  
 5130565 MANITOBA INC.  
 5130565 MANITOBA INC.  
 5TH AVENUE COMMUNICATIONS  
 6051201 MANITOBA LTD.  
 6184112 MANITOBA LTD.  
 6265619 MANITOBA LTD.  
 643402 N. B. INC.  
 6506179 MANITOBA LTD.  
 6624481 CANADA LTD.  
 666 PRODUCTIONS INC.  
 667448 NB INC.  
 6797717 CANADA INC.  
 681417 ONTARIO LIMITED  
 6852785 CANADA LTD.  
 6884335 MANITOBA INC.  
 6907939 MANITOBA INC.  
 6919642 CANADA INC.  
 6950249 MANITOBA INC.  
 6981780 CANADA INC. DBA FURLOUGH FILMS  
 6981780 CANADA INC. (O/A PURBROOK ENTERTAINMENT)  
 6TEEN PRODUCTIONS (SEASON IV) LIMITED  
 6TEEN PRODUCTIONS LTD.  
 7016531 CANADA INC.  
 7044046 CANADA LTD.  
 7093438 CANADA INC.  
 7094949 CANADA INC.  
 7192836 MANITOBA INC.  
 72 HOURS INC.  
 72 HOURS SEASON II INC.

72 HOURS SEASON III INC.  
 7207531 CANADA INC.  
 722588 CANADA INC. (O/A RED SNEAKERS MEDIA)  
 7279337 CANADA INC.  
 7552980 CANADA INC.  
 769124 ONTARIO LIMITED  
 7757310 CANADA INC.  
 8002614 CANADA INC.  
 8175438 CANADA INC.  
 8175730 CANADA INC.  
 8316066 CANADA INC.  
 8324603 CANADA INC.  
 840607 ALBERTA LTD. (CANADIAN DREAMS)  
 842896 ALBERTA LTD.  
 8469113 CANADA INC.  
 8654441 CANADA INC.  
 8667829 CANADA INC.  
 872031 ALBERTA LTD.  
 88 FILMS INC.  
 884584 ALBERTA LTD.  
 8900167 CANADA INC.  
 8957649 CANADA INC.  
 9 LIGHT ENTERTAINMENT INC.  
 9 STORY ENTERTAINMENT INC.  
 9 STORY ENTERTAINMENT INC.  
 9031766 CANADA INC.  
 90TH PARALLEL PRODUCTIONS LTD.  
 9203237 CANADA INC.  
 9306-3782 QUEBEC INC.  
 9414738 CANADA INC.  
**A**  
 A 18 PRODUCTIONS INC.  
 A BETTY PRODUCTIONS INC.  
 A BETTY 2 PRODUCTIONS INC.  
 A BETTY 3 PRODUCTIONS INC.  
 A BETTY PRODUCTIONS INC. AND A BETTY PRODUCTIONS (BC)  
 A BETTY XMAS PRODUCTIONS INC.  
 A CELEBRATED MTR CORPORATION  
 A DATE WITH MISS FORTUNE PRODUCTIONS INC.  
 A DOG NAMED CHRISTMAS PRODUCTIONS INC.  
 A G FILMS CANADA INC. AKA TOWER FILMS INC.  
 A QUEST FOR THE SEA INC.  
 A ROCK PICTURE INC.

A THOUSAND LIGHTS DARK INC.  
 A TYPE PRODUCTIONS INC.  
 A VERY LARRY CHRISTMAS PRODUCTIONS INC.  
 A.E. ELECTRA PRODUCTIONS INC.  
 A16 PRODUCTIONS INC.  
 A71 PRODUCTIONS INC.  
 A71 PRODUCTIONS INC.  
 AALIYAH PRODUCTIONS INC.  
 AARON MIRKIN  
 AARON MIRKIN  
 ABBREVIATED PRODUCTIONS INC.  
 ABROAD PRODUCTIONS INC.  
 ABSOLUTION TELEVISION PRODUCTIONS INC.  
 ABU MUNA INC.  
 ACCENT ENTERTAINMENT CORPORATION  
 ACCENT FIVE PRODUCTIONS INC.  
 ACCENT ONE PRODUCTIONS INC.  
 ACCENT-KITH PRODUCTIONS LTD.  
 ACCIDENTAL FILMS  
 ACCIDENTAL PRODUCTIONS API INC.  
 ACE PICTURES SIGNATORY INC.  
 ACROSS THE RIVER PRODUCTIONS LTD.  
 ACTOR'S NOTES PRODUCTIONS INC.  
 AD 2030 PRODUCTIONS (MANITOBA) INC.  
 AD 2030 PRODUCTIONS (SASKATCHEWAN) INC.  
 ADAM AZIMOV  
 ADAM GOLDHAMMER  
 ADLADS FILMS CANADA INC.  
 ADMAN PRODUCTIONS INC.  
 ADOBE CREATIVE INC.  
 ADORATION PRODUCTIONS INC.  
 ADR CHAMBERS INC.  
 ADRIANNA CRIFO DBA BRIGHT SIDE OF LIFE PRODUCTIONS  
 ADRIEN BENSON  
 AE TWO FILM PRODUCTIONS LP  
 AFELEVEN PRODUCTIONS INC.  
 AFFINITY VIDEO PRODUCTIONS LTD.  
 AFGHAN LUKE PRODUCTIONS LIMITED  
 AFININE-2 PRODUCTIONS INC.  
 AFTERMATH TELEVISION PRODUCTION PE (CYCLE 3) INC.  
 AG FILMS CANADA INC.  
 AGA KHAN PRODUCTIONS INC.  
 AGAINST THE WILD 2 INC.  
 AGENCY FILMS INC.  
 AGENCY PRODUCTIONS  
 AGENCY X ADVERTISING AND PRODUCTION, INC.  
 AGENT PRODUCTIONS INC.  
 AGORA FOOD MERCHANTS  
 AGP 3 INC.  
 AHOY PRODUCTIONS INC  
 AIR FARCE 2009 INC.  
 AIR FARCE 2011 INC.  
 AIR FARCE 2013 INC.  
 AIR FARCE 2014 INC.  
 AIR FARCE 2015 INC.  
 AIR FARCE FUNNIES SEASON 1 INC.  
 AIR FARCE PRODUCTIONS INC.  
 AIR FARCE TV 10 INC.  
 AIR FARCE TV 11 INC.  
 AIR FARCE TV 12 INC.  
 AIR FARCE TV 13 INC.  
 AIR FARCE TV 14 INC.  
 AIR FARCE TV 15 INC.  
 AIR FARCE TV 16 INC.  
 AIR FARCE TV 4 INC.  
 AIR FARCE TV 7 INC.  
 AIRBORNE PRODUCTIONS LTD.  
 AIRCASTLE PRODUCTIONS INC.  
 AIRCRAFT PICTURES LTD.  
 ALADDIN TV PRODUCTIONS CANADA INC.  
 ALBERTA BALLET  
 ALBERTA FILM WORKS MOVIE FOUR INC.  
 ALBERTA FILMWORKS MOVIE FIVE INC.  
 ALBERTA FILMWORKS MOVIE THREE INC.  
 ALBZ PRODUCTIONS INC.  
 ALEX PUGSLEY DBA DIRTY SINGLES PRODUCTIONS INC.  
 ALGARI PRODUCTIONS INC.  
 ALIBI ENTERTAINMENT INC.  
 ALIBI MIDWAY INC.  
 ALICE PRODUCTIONS (MUSE) INC.  
 ALICE PRODUCTIONS (MUSE) INC. – SEASON III  
 ALIEN GIRLS FILMS LTD  
 ALL ABOUT ME 2 PRODUCTIONS INC.  
 ALL FINE PRODUCTIONS  
 ALL IN THE MIND PRODUCTIONS INC.  
 ALLAN & BOB ENTERTAINMENT INC.



ALLIANCE PRODUCTIONS LTD.  
 ALLMOST PRODUCTIONS LIMITED  
 ALONE TOGETHER PRODUCTIONS LTD.  
 ALP COMMUNICATIONS  
 ALTERED BOYS PRODUCTIONS INC.  
 ALVAINA PRODUCTIONS INC.  
 ALYRA PRODUCTIONS INC.  
 ALYSON RICHARDS PRODUCTIONS INC.  
 ALZA 44 FILMS LTD. (WALTER ALZA)  
 AM PICTURES  
 AMALGAME  
 AMBER LIGHT FILMS INC.  
 AMBERWOOD PRODUCTIONS (BENJAMIN BEAR IV) INC.  
 AMBERWOOD PRODUCTIONS (MAGIC HOCKEY SKATES) INC.  
 AMBERWOOD PRODUCTIONS (ROB THE ROBOT II) INC.  
 AMBERWOOD PRODUCTIONS (ROB THE ROBOT) INC.  
 AMBERWOOD PRODUCTIONS (SNOW QUEEN) INC.  
 AMBERWOOD PRODUCTIONS INC.  
 AMBITION PRODUCTIONS (MUSE) INC.  
 AMEDIAVISION PARTNERS 1 INC.  
 AMERICA'S PRINCE PRODUCTIONS LTD.  
 AMERICAN PUSSY PRODUCTIONS INC.  
 AMES ENTERTAINMENT LTD.  
 AMPERSAND FILM & VIDEOTAPE PRODUCTIONS LIMITED  
 AMREEKA PRODUCTIONS CANADA INC.  
 AMUSING PRODUCTIONS II INC.  
 AMUSING PRODUCTIONS III INC.  
 ANA II PRODUCTIONS INC.  
 ANA III PRODUCTIONS INC.  
 ANA PRODUCTIONS INC.  
 ANAID PRODUCTIONS INC.  
 ANATOMY PRODUCTIONS INC.  
 ANDREA GUTSCHE  
 ANDREW BURNSLEY (NEVER NEVER PRODUCTIONS)  
 ANDREW PIFKO  
 ANGEL ENTERTAINMENT CORPORATION  
 ANGEL ENTERTAINMENT CORPORATION  
 ANGEL ON CAMPUS PRODUCTIONS LTD.  
 ANGEL'S CREST AB LTD.  
 ANGELA PRODUCTIONS 2 INC.  
 ANGELS FALL SERVICES INC.  
 ANGELS IN THE INFIELD PRODUCTIONS LTD.  
 ANIMAL TALES PRODUCTIONS INC.  
 ANIMATICS INTERACTIVE  
 ANIMORPHS PRODUCTIONS INC.  
 ANNE PREQUEL PRODUCTIONS INC.  
 ANNEMATION II PRODUCTIONS INC.  
 ANNEMATION PRODUCTIONS INC.  
 ANOMALY PRODUCTIONS  
 ANOTHER NAME PRODUCTIONS INC.  
 ANTHONY GRANI  
 AP 13 PRODUCTIONS INC.  
 AP OAW PRODUCTIONS LTD.  
 AP TOMB PRODUCTIONS LTD.  
 AP YUMMY PRODUCTIONS LTD.  
 APARTMENT II PRODUCTIONS  
 APB PRODUCTIONS  
 APLOMB BOMB ENTERTAINMENT INC.  
 APOCALYPSE LAOS PRODUCTIONS  
 APOCALYPSE FILM PROJECT  
 APOGEE PRODUCTIONS  
 APPLECREEK COMMUNICATIONS INC.  
 APPREHEND FILMS INC. AND OCTOBER CRISIS PRODUCTIONS INC.  
 APPULSE FILMS INC.  
 AQUILA PICTURES  
 ARARAT PRODUCTIONS INC.  
 ARCADERS PRODUCTIONS LTD.  
 ARCADIA PICTURES INC.  
 ARCHAEMEDIA PRODUCTIONS INC.  
 ARCHIE PRODUCTIONS INC.  
 ARCTIC II PRODUCTIONS LTD.  
 ARCTIC III PRODUCTIONS LTD.  
 ARCTIC PASSAGE PRODUCTIONS INC.  
 ARCTIC PRODUCTIONS LTD.  
 ARLETTA (COPPERHEART) PRODUCTIONS INC.  
 ARMEN KAZAZIAN (OCEANSIZE FILMS INC.)  
 ARMOIRE PRODUCTIONS (JAMIE TRAVIS)  
 ARRAKIS FILMS INC.  
 ARRIOJA FILMS INC.  
 ARTEC MEDIA II INC.  
 ARTEC MEDIA INC.  
 ARTIA ASSOCIATES LTD.  
 ARTO-PELLI INTERNATIONAL INC.  
 ARTSTAR PIX INC. (ANITA LEE)  
 ARTY & DIDI PRODUCTIONS INC.  
 ASHLEIGH ANNE RAINS DBA C'MON MORT PRODUCTIONS

ASTERIX PRODUCTIONS  
 ASYLUM PRODUCTIONS ALBERTA INC.  
 ATLANTIS FILMS LTD.  
 ATM PICTURES (MANITOBA) INC.  
 AUDACINE INC.  
 AURORA BOREALIS PRODUCTIONS INC.  
 AUTOMATIC PICTURES INC.  
 AUTUMN IBEX INC.  
 AVENGING FILMS PRODUCTIONS LP  
 AVH COMMUNICATIONS  
 AVIATORS PRODUCTIONS LTD.  
 AVTEK AUDIO VISUAL INC.  
 AWAY FILMS INC.  
 AWESOMEOLOGY  
 AXIS  
 AXON STUDIOS INC.  
 AYSHA PRODUCTIONS INC.

**B**

B TEAM PRODUCTIONS (MANITOBA) INC.  
 B.A.M.N. (BY ANY MEANS NECESSARY) PRODUCTIONS INC.  
 B.H. 4 PRODUCTIONS (MUSE) INC.  
 B.J. ENTERPRISES  
 B/W THE SHEETS PRODUCTIONS INC.  
 BABY VISION INCORPORATED  
 BABYMAMA LTD.  
 BACK AGAIN PRODUCTIONS (ONTARIO) INC.  
 BACK ALLEY FILM PRODUCTIONS LTD.  
 BACKCOUNTRY PRODUCTIONS INC.  
 BACKROAD FILMS CORP.  
 BACKSTAGE PRODUCTIONS (SEASON I) INC.  
 BACKUP CANADA PRODUCTIONS LTD.  
 BAD HAIR PRODUCTIONS (MUSE) INC.  
 BAG OF BONES PRODUCTIONS INC.  
 BAGEL PRODUCTIONS INC  
 BAGHDAD PRODUCTIONS INC.  
 BAGMAN (2009) INC.  
 BAIT FILMS INC.  
 BALKAN FILMS INC.  
 BALLINRAN PRODUCTIONS LIMITED  
 BALLINRAN PRODUCTIONS LTD.  
 BAM-O PRODUCTIONS INC.  
 BANDI PRODUCTIONS INC.  
 BANFF TELEVISION FESTIVAL

BANG BANG BABY PRODUCTIONS INC.  
 BAR LIFE PRODUCTIONS  
 BARDO FILMS  
 BARK PRODUCTIONS  
 BARK RANGER PRODUCTIONS INC.  
 BARKER VC: FORGOTTEN HERO BARLEN FILMS  
 BARLOWE, LLC  
 BARN BURNER ENTERTAINMENT INC.  
 BARNA-ALPER PRODUCTIONS  
 BARRENS PRODUCTIONS INC.  
 BARSTOOL WORDS PRODUCTIONS INC.  
 BARTO FILMS  
 BASENTANA PRODUCTIONS INC.  
 BATB II PRODUCTIONS INC.  
 BATB III PRODUCTIONS INC.  
 BATB IV PRODUCTIONS INC.  
 BATB PRODUCTIONS INC.  
 BATB PRODUCTIONS INC.  
 BATTLE VISION INC.  
 BAXTER ONLINE I INC.  
 BAXTER ONLINE I INC.  
 BAY STREET FILMS INC.  
 BE CAREFUL WISH PRODUCTIONS INC.  
 BEAST PRODUCTIONS INC.  
 BEASTLY PRODUCTIONS INC.  
 BEASTLY VISION INC.  
 BEAT DOWN PRODUCTIONS LTD.  
 BEAT THE DRUM INC.  
 BEAUGA COMMUNICATIONS CORP.  
 BEAUTY PRODUCTIONS LTD.  
 BEAVER'S RIDGE PRODUCTIONS INC.

BEETHOVEN CHRISTMAS PRODUCTIONS, INC.  
 BEETHOVEN'S BIG ADVENTURE PRODUCTIONS INC.  
 BEI BEST FRIEND PRODUCTIONS INC.  
 BEI BRYAN PRODUCTIONS INC.  
 BEI CRASH PRODUCTIONS INC.  
 BEI DANGEROUS CHILD PRODUCTIONS INC.  
 BEI DECEIVED PRODUCTIONS INC.  
 BEI DOUBLE LIFE PRODUCTIONS INC.  
 BEI HARD RAIN PRODUCTIONS INC.  
 BEI LOSING IT PRODUCTIONS INC.  
 BEI MRS. X PRODUCTIONS INC.  
 BEI OBSESSION PRODUCTIONS INC.  
 BEI ONE LOVE PRODUCTIONS INC.  
 BEI PACT PRODUCTIONS INC.  
 BEI RANGE PRODUCTIONS INC.  
 BEI SANCTUARY PRODUCTIONS INC.  
 BEI SANTA PRODUCTIONS INC.  
 BEI SLICE PRODUCTIONS INC.  
 BEI SNAP JUDGEMENT INC.  
 BEI STRIKE PRODUCTIONS INC.  
 BEI STUPID MAN INC.  
 BEI THE PLACE PRODUCTIONS INC.  
 BEI THREE DAYS PRODUCTIONS INC.  
 BEI TRUE ROMANCE PRODUCTIONS INC.  
 BEING ERICA II PRODUCTIONS LIMITED  
 BEING ERICA III PRODUCTIONS LIMITED  
 BEING ERICA IV PRODUCTIONS LIMITED  
 BELEAGUERED CASTLE FILM PRODUCTIONS INC.  
 BELIEVERVILLE PRODUCTIONS  
 BELSIZE PRODUCTIONS  
 BERKELEY FILMS  
 BERTA PRODUCTIONS INC.  
 BEST ED PRODUCTIONS (g STORY ENTERTAINMENT)  
 BEST MAN PRODUCTIONS INC.  
 BEST OF THE FESTIVAL PRODUCTIONS INC.  
 BEST YEARS 2 PRODUCTIONS INC.  
 BEST YEARS PRODUCTIONS INC.  
 BETTER SAFE PRODUCTIONS INC.  
 BETWEEN STRANGERS PRODUCTIONS INC. AND JEAN VIGO ITALIA SRL  
 BEYOND THE SCREEN PRODUCTIONS (ONTARIO) INC.  
 BFD PRODUCTIONS  
 BFL, FUTURE INC.  
 BGIRP INC.  
 BGM ENTERTAINMENT INC.  
 BGM LIVE 1 INC.  
 BGM STADIUMS PRODUCTIONS INC.  
 BHM PRODUCTIONS INC.  
 BIG BRAIN PRODUCTIONS INC.  
 BIG CITY PRODUCTIONS INC.  
 BIG COMFY CORP.  
 BIG COMFY CORPORATION  
 BIG FRIEND 2 PRODUCTIONS INC.  
 BIG FRIEND PRODUCTIONS INC.  
 BIG GIRL PRODUCTIONS INC.  
 BIG GREEN HAT PRODUCTIONS INC.  
 BIG MUDDY PRODUCTIONS INC.  
 BIG NEWS MSF INC.  
 BIG SLICK PRODUCTIONS LTD.  
 BIG SOUL PRODUCTIONS INC.  
 BIG STAR MOTION PICTURES LTD.  
 BIG TICKET S4 PRODUCTIONS INC.  
 BIG TIME TALKING PICTURES 3  
 BIG WEDDING PRODUCTIONS  
 BILLABLE HOURS II PRODUCTIONS LIMITED  
 BILLABLE HOURS III PRODUCTIONS LIMITED  
 BILLFILMS INC.  
 BIRCH RIVER PRODUCTIONS INC.  
 BIRCHMOUNT FILMS I 2010 INC.  
 BIRTH STORIES PRODUCTIONS ONTARIO 2001 INC.  
 BIRTH STORIES PRODUCTIONS ONTARIO 2002 INC.  
 BISHARI FILM PRODUCTIONS INC.  
 BLACK BOX FILMS INC.  
 BLACK CAT SMALL DOG MOVIES CORPORATION  
 BLACK DOG FILMS  
 BLACK FIELD PRODUCTIONS INC.  
 BLACK FLOWER PRODUCTIONS LIMITED  
 BLACK MARIAH FILMS INC.  
 BLACK MOONLIGHT PRODUCTIONS INC.  
 BLACK SPRING PICTURES INC.  
 BLACK SWAN ENTERTAINMENT INC.  
 BLACKSTONE CYCLE I LTD.  
 BLACKSTONE CYCLE II LTD.  
 BLACKSTONE CYCLE III LTD  
 BLACKSTONE CYCLE IV LTD.  
 BLACKSTONE CYCLE V LTD.  
 BLACKSTONE PRODUCTIONS LTD.

BLADE TV 2 PRODUCTIONS INC.  
 BLADE TV PRODUCTIONS  
 BLAKE HOLSEY PRODUCTIONS INC.  
 BLANCHE PRODUCTIONS INC.  
 BLANK OF THE DEAD PRODUCTIONS INC.  
 BLESSINGS PRODUCTIONS INC.  
 BLIND DOG FILMS INC.  
 BLIND FAITH L.P.  
 BLIND FAITH PRODUCTIONS  
 BLITZED FILM PRODUCTION LTD.  
 BLIZZ PRODUCTIONS INC.  
 BLOCK 16 PRODUCTIONS INC.  
 BLOOD TIES PRODUCTIONS  
 BLP PRODUCTIONS (ONTARIO) INC.  
 BLUE BIRD PROJECTS INC.  
 BLUE COACH MB 2 PRODUCTIONS INC.  
 BLUE COACH MB PRODUCTIONS INC.  
 BLUE MURDER III PRODUCTIONS INC.  
 BLUE MURDER IV PRODUCTIONS INC.  
 BLUE MURDER PRODUCTIONS INC.  
 BLUE PINION FILMS INC.  
 BLUE PRODUCTIONS INC.  
 BLUE ROCK PICTURES INC.  
 BLUE SMOKE SERVICES INC.  
 BLUE STATE MOVIE INC.  
 BLUE WAVE FILMS INC.  
 BLUESTONE PICTURES AND SM PROD.  
 BM PRODUCTIONS INC.  
 BMV FILMS API INC.  
 BO GO PRODUCTIONS II INC.  
 BO GO PRODUCTIONS III INC.  
 BO GO PRODUCTIONS INCORPORATED  
 BO SERIES 2 INC.  
 BO SERIES 2B INC.  
 BO SERIES 3 INC.  
 BO SERIES 4 INC.  
 BO SERIES 5 INC.  
 BO SERIES INC.  
 BO TV PILOT PRODUCTIONS INC.  
 BOJANGLES PRODUCTIONS LTD.  
 BOMB GIRLS II PRODUCTIONS (ONTARIO) INC.  
 BOMB GIRLS MOW PRODUCTIONS (ONTARIO) INC.  
 BOMB GIRLS PRODUCTIONS (ONTARIO) INC.  
 BOMBER COMMAND PRODUCTIONS INC.  
 BOMBS AWAY PRODUCTIONS INC.  
 BON PRODUCTIONS (NS) INC.  
 BOOK OF JOHN INC.  
 BOOKY II INC.  
 BOOKY III INC.  
 BOOM IN PRODUCTIONS INC.  
 BORDER SEASON THREE INC.  
 BORDER SEASON TWO INC.  
 BOREALIS FILMS MANITOBA INC.  
 BOREALIS FILMS ONTARIO INC.  
 BOREALIS PRODUCTIONS INC.  
 BORIS MOJSOVSKI – A THOUSAND LIGHTS  
 DARK BOULDER PICTURES INC.  
 BOTTOM OF THE WORLD FILM PRODUCTIONS INC.  
 BOX COLLECTOR PICTURES INC.  
 BRAD MACDONALD MUSIC LTD.  
 BRADSHAW MACLEOD & ASSOCIATES LTD.  
 BRADY PRODUCTIONS INC.  
 BRAIN JOCK PRODUCTIONS INC.  
 BRAINCLOUD INC.  
 BRANCSEATER PRODUCTIONS INC.  
 BRAND NEW GUY FILMS INC.  
 BRASS 1 PRODUCTIONS INC.  
 BRASS PRODUCTIONS INC.  
 BRAVEN NL INC.  
 BREADWINNER CANADA INC.  
 BREAKAWAY PRODUCTIONS INC.  
 BREAKGROUND MEDIA INC.  
 BREAKOUT KINGS PRODUCTIONS LTD.  
 BREAKTHROUGH FILMS & TELEVISION INC.  
 BREAKTHROUGH FILMS & TELEVISION INC.  
 BRETHERN PRODUCTIONS LTD.  
 BREWSTER (BHH) PRODUCTIONS INC.  
 BRICK MANSIONS PRODUCTIONS INC.  
 BRIDAL FEVER PRODUCTIONS INC.  
 BRIDE PRODUCTIONS INC.  
 BRIGHT FILM 2 PRODUCTIONS INC.  
 BRIGHT FILM 3 PRODUCTIONS INC.  
 BRIGHT FILM PRODUCTIONS INC.  
 BRING BACK NOLA PRODUCTIONS INC.  
 BROCKWELL LODGE PROD. LTD  
 BROKEN COMPASS FILMS INC.

BROKEN FRAME FILMS INC.  
 BROKEN PICTURES PRODUCTIONS INC.  
 BROOMSTICKS PRODUCTIONS LTD.  
 BS PRODUCTIONS INC.  
 BSMO PRODUCTIONS INC.  
 BTB BLUE PRODUCTIONS LTD.  
 BUCK DEVELOPMENTS INC.  
 BUCK PICTURES INC.  
 BUFFALO COAT PRODUCTIONS INC.  
 BUFFALO GAL PICTURES DEVELOPMENT INC.  
 BUFFALO GAL PICTURES INC.  
 BUFFALO JUMP FILMS INC.  
 BUGZ SOFTWARE INC.  
 BUILT BIGGER PRODUCTIONS INC.  
 BUNDLEWERKS PRODUCTIONS INC.  
 BUNKS PRODUCTIONS MB INC.  
 BURGER HIGH PRODUCTIONS INC.  
 BURLINGTON SEASON 2 INC.  
 BURN UP PRODUCTIONS CANADA INC.  
 BURN YOUR MAPS MOVIE INC.  
 BURNING BRIDGE ENTERTAINMENT INC.  
 BURNT TOAST TV INC.  
 BUSIEK II PRODUCTIONS INC.  
 BUSIEK PRODUCTIONS INC.  
 BUSYTOWN II PRODUCTIONS INC.  
 BUSYTOWN PRODUCTIONS INC.  
 BUTTERICK ROAD PRODUCTIONS INC.  
 BUTTERICK ROAD PRODUCTIONS INC. (10,000 BLACK MEN NAMED GEORGE)  
 BUTTERICK ROAD PRODUCTIONS INC. (BLEACHER BUMS)  
 BUTTERICK ROAD PRODUCTIONS INC. (OUR AMERICA)  
 BUTTERICK ROAD PRODUCTIONS INC. (WHAT GIRLS LEARN)  
 BVSS PRODUCTIONS ONTARIO INC.  
 B-WOODS, ONTARIO INC.  
 BY ANY MEANS NECESSARY PRODUCTIONS INC.  
 BY THE BOOK I PRODUCTIONS INC.  
 BY THE BOOK II PRODUCTIONS INC BYRON MCKIM

**C**

C.A. PRODUCTIONS  
 C.E.L. (CHARMS) PRODUCTIONS LTD.  
 C.F.C. PRODUCTIONS  
 C.O.R.E. FILM PRODUCTIONS INC.  
 C.O.R.E./5 BOYS PRODUCTIONS I INC.

C/P CLUB PRODUCTIONS INC.  
 C/P COLD SPRING PRODUCTIONS INC.  
 C/P CRIMES PRODUCTIONS INC.  
 C/P ENEMIES PRODUCTIONS INC.  
 C/P FAMILY PRODUCTIONS INC.  
 C/P FAST PRODUCTIONS INC.  
 C/P LIFETIME II PRODUCTIONS INC.  
 C/P OBITUARY PRODUCTIONS INC.  
 C/P PRODUCTIONS I INC.  
 C/P TEARDROP PRODUCTIONS INC.  
 C/P TIFPRO I PRODUCTIONS INC.  
 C/P TIFPRO II PRODUCTIONS INC.  
 C/P UNINVITED PRODUCTIONS INC.  
 C/P VOICES PRODUCTIONS INC.  
 C/P WIDE AWAKE PRODUCTIONS INC.  
 C/P WINE COUNTRY PRODUCTIONS INC.  
 C/P XMAS PRODUCTIONS II LTD.  
 C/P XMAS PRODUCTIONS III LTD.  
 C/P XMAS PRODUCTIONS IV INC.  
 C/P XMAS PRODUCTIONS LTD.  
 C/P XMAS PRODUCTIONS V INC.  
 C/P XMAS PRODUCTIONS VI INC.  
 C3 LTD.  
 C4 STUDIOS INC.  
 CABER COMMUNICATIONS  
 CABER PRODUCTION COMPANY  
 CADENCE ENTERTAINMENT INC.  
 CADET PRODUCTIONS INC.  
 CADILLAC PRAIRIE PRODUCTIONS INC.  
 CAGED ANGEL FILMS INC.  
 CAILLOU V PRODUCTIONS INC.  
 CAIRO TIME FILMS INC.  
 CAITRIONA CANTILLON  
 CAKE PRODUCTIONS INC.  
 CAKE WALK SEASON ONE INC.  
 CALDER ROAD FILMS INC.  
 CALIBRE ENTERTAINMENT  
 CALLIOPE PICTURES  
 CALUM DE HARTOG DBA TEAM SEVEN ENTERTAINMENT  
 CAMBIUM FILM & VIDEO PROD. LTD.  
 CAMBRIDGE MASS (CANADA) PRODUCTIONS INC.  
 CAMELIA FRIEBERG (PALPABLE PRODUCTIONS INC.)  
 CAMEO

CAMERON CRUZ PRODUCTIONS  
 CAMILLE PRODUCTIONS INC.  
 CAMM CRESCENT PRODUCTIONS INC.  
 CAMP SOLO FILM INC.  
 CAMP TV PRODUCTIONS (SEASON II) INC.  
 CAMP TV PRODUCTIONS (SEASON III) INC.  
 CAMP TV PRODUCTIONS (SEASON IV) INC.  
 CAMP TV PRODUCTIONS (SEASON V) INC.  
 CAMP TV PRODUCTIONS (SPECIAL II) INC.  
 CAMP TV PRODUCTIONS (SPECIAL) INC.  
 CAMP TV PRODUCTIONS INC.  
 CAMP X PRODUCTIONS LIMITED  
 CAMPAIGN FILMS INC.  
 CAMROSE PRODUCTIONS INC.  
 CANADA BLUE PRODUCTIONS  
 CANADA'S WORST DRIVER II INC.  
 CANADA'S WORST DRIVER IV INC.  
 CANADA'S WORST DRIVER VI INC.  
 CANADA'S WORST DRIVER VII INC.  
 CANADA'S WORST DRIVER VIII INC.  
 CANADA'S WORST HANDYMAN 4  
 CANADA'S WORST HANDYMAN III INC.  
 CANADA'S WORST HANDYMAN V INC.  
 CANADA'S WORST HANDYMAN VI INC.  
 CANADA'S WORST DRIVER IX INC.  
 CANADA'S WORST DRIVER X INC.  
 CANADA'S WORST DRIVER XI INC.  
 CANADIAN ACCENTS (DRESSED UP) PRODUCTIONS INC.  
 CANADIAN ACCENTS (FAMOUSLY PILOT) INC.  
 CANADIAN ACCENTS (IS IT ART) PRODUCTIONS INC.  
 CANADIAN DIVIDE PRODUCTIONS CORP.  
 CANADIAN FEATURE FILM PRODUCTIONS CANADIAN FILM CENTRE  
 CANADIAN STORIES II INC./ SHAFTESBURY STORIES II INC.  
 CANADIAN STORIES INC./ SHAFTESBURY STORIES I INC.  
 CANAMEDIA FILM PRODUCTIONS INC.  
 CAPITAL C. COMMUNICATIONS INC.  
 CAPITAL PRODUCTIONS (SV) INC.  
 CAPITAL PRODUCTIONS 2 (SV) INC.  
 CAPITAL PRODUCTIONS 3 (SV) INC.  
 CAPITAL PRODUCTIONS 4 (SV) INC.  
 CAPITAL PRODUCTIONS 5 (SV) INC.  
 CAPITAL PRODUCTIONS 6 (SV) INC.  
 CAPITAL PRODUCTIONS 7 (SV) INC.  
 CAPOTE PRODUCTIONS (MANITOBA) INC.  
 CAPRI LIVES PRODUCTIONS INC.  
 CAPRI VISION  
 CAR PRODUCTIONS INC.  
 CARFAX PRODUCTIONS  
 CARL SQUARED PRODUCTIONS II INC.  
 CARL SQUARED PRODUCTIONS III INC.  
 CARL SQUARED PRODUCTIONS INC.  
 CARL SQUARED PRODUCTIONS IV INC.  
 CARLO LICONTI  
 CARMEL CREEK PRODUCTIONS INC.  
 CARNY PRODUCTIONS (MUSE) INC. .  
 CAROL REYNOLDS PRODUCTIONS INC.  
 CAROLINA MOON SERVICES INC  
 CAROLYN SAUNDERS DBA ENDZONE PRODUCTIONS  
 CAROLYN'S 34 PICTURES LTD.  
 CARTER CRAIG COMMUNICATIONS INC.  
 CARVER UNINVITED PRODUCTIONS INC.  
 CASH CAB CANADA INC.  
 CASH CAB CANADA INC.  
 CASHING IN INC.  
 CASHING IN SEASON II INC.  
 CASHING IN SEASON III INC.  
 CASHING IN SEASON IV INC.  
 CASSANDRA NICOLAOU DBA FIGHTING FISH PICTURES  
 CASTING COUCH V PRODUCTIONS INC.  
 CASTLEPILE INDUSTRIES INC.  
 CASTOR PRODUCTIONS INC.  
 CATALYST ENTERTAINMENT (CINDERELLA) INC.  
 CATALYST ENTERTAINMENT INC.  
 CATERPILLAR PRODUCTIONS INC.  
 CATHERINE BRUHIER  
 CAUGHT PRODUCTIONS INC.  
 CAUSE AND EFFECT COMMUNICATIONS  
 CAVEDWELLER PRODUCTIONS LIMITED  
 CC 2 PRODUCTIONS INC.  
 CC II PRODUCTIONS INC.  
 CC PRODUCTIONS INC.  
 CCBB PRODUCTIONS INC.  
 CEDAR AVENUE PRODUCTIONS INC.  
 CELAENO TECHNOLOGIES INC.  
 CELL 213 #3 PRODUCTIONS INC.  
 CENT PRODUCTIONS INC.

CFA COMMUNICATIONS LTD.  
 CG 2 PRODUCTIONS INC.  
 CG PRODUCTIONS INC.  
 CGC PRODUCTIONS LTD.  
 CHANGING CLIMATES (VOICE) INC.  
 CHAP-ELLE PRODUCTIONS  
 CHAPMAN PRODUCTIONS  
 CHARLIE BARTLETT PRODUCTIONS INC.  
 CHARLOTTE BERNARD FILMS  
 CHARMING PRODUCTIONS  
 CHART TOPPING PRODUCTIONS INC.  
 CHASING ALICE FILMS INC.  
 CHASING CAIN PRODUCTIONS (GROVE) INC.  
 CHC PRODUCTIONS INC.  
 CHECKER PICTURES INC.  
 CHELM PRODUCTIONS INC.  
 CHERRY BOMB PICTURES INC.  
 CHERRY PEPPERS PRODUCTION LTD.  
 CHICKEN WING PICTURES, LTD.  
 CHILLED PRODUCTIONS (MANITOBA) INC.  
 CHILLY BEACH I PRODUCTIONS INC.  
 CHILLY BEACH II PRODUCTIONS INC.  
 CHILLY BEACH III PRODUCTIONS INC.  
 CHINATOWN COPS PRODUCTIONS INC.  
 CHISUP PRODUCTIONS INC.  
 CHOKE MANITOBA INC.  
 CHRIS TURNER  
 CHRISTINA ROSS DBA DARK PALE PICTURES  
 CHRISTMAS BLESSING PRODUCTIONS INC.  
 CHRISTMAS CHILD PRODUCTIONS INC.  
 CHRISTMAS IN WONDERLAND PRODUCTIONS INC.  
 CHRISTMAS MIRACLE PRODUCTIONS INC.  
 CHRISTMAS PROD. LP  
 CHRISTMAS VISITOR PRODUCTIONS INC.  
 CHRISTMAS WEDDING PRODUCTIONS INC.  
 CHRISTOPHER BENNETT (O/A GYRO PARK PRODUCTIONS)  
 CHRISTOPHER YEE OUTERVENTION  
 CHUMCITY PRODUCTIONS  
 CIMMERIAN DESIGNS  
 CINAR PRODUCTIONS INC.  
 CINDY WILSON COMMUNICATIONS  
 CINE META (CARR DOCUMENTARY) INC.  
 CINE METU – MICHAEL OSTROFF  
 CINEBRIDGE PRODUCTIONS INC.  
 CINEFLIX (COPPER 2) INC.  
 CINEFLIX (COPPER) INC.  
 CINEFLIX (MAYDAY 15) INC.  
 CINEFLIX (MAYDAY 16) INC.  
 CINEFLIX PRODUCTIONS (GREATEST EVER) INC.  
 CINEFLIX PRODUCTIONS (TEN DAYS) INC.  
 CINEMA ATELIER TOVAR 2012 INC.  
 CINEMA ATELIER TOVAR LTD.  
 CINEMAC INC.  
 CINEPIX FILM PROPERTIES INC.  
 CITH 3 SPECIALS INC.  
 CITH HOLIDAY PRODUCTIONS INC.  
 CITH PRODUCTIONS II INC.  
 CITH PRODUCTIONS INC.  
 CITIZEN SNOW FILM PRODUCTION INC.  
 CITY CAB PRODUCTIONS INC.  
 CITY LIFE PRODUCTIONS LIMITED  
 CITY LIFE PRODUCTIONS LIMITED  
 CITY NEXT DOOR PRODUCTIONS INC.  
 CJ ABRACADEBRA (PILOT) PRODUCTIONS INC.  
 CJ ABRACADEBRA PRODUCTIONS INC.  
 CJ DOODLEBOPS ANIMATED I PRODUCTIONS INC.  
 CJ ELLA PRODUCTIONS INC.  
 CJ HORN RIMS XIV PRODUCTIONS INC.  
 CJ MUDPIT II PRODUCTIONS INC.  
 CJ MUDPIT PRODUCTIONS INC.  
 CJ SPYBURBIA PRODUCTIONS INC.  
 CLAIRE'S HAT PRODUCTIONS INC.  
 CLARA'S SECRET INC.  
 CLARE PRODUCTIONS INC.  
 CLARENCE SQUARE PICTURES INC.  
 CLARK FERGUSON PRODUCTIONS  
 CLARKE & COMPANY COMMUNICATIONS LTD.  
 CLASS PROJECT PRODUCTIONS INC.  
 CLASSROOM 2 PRODUCTIONS INC.  
 CLB 2 PRODUCTIONS INC.  
 CLB 3 PRODUCTIONS INC.  
 CLB PRODUCTIONS INC.  
 CLEAR LAKE PICTURES CLEENFREAK PRODUCTIONS INC.  
 CLEAR SHOT FILMS INC.  
 CLIFFWOOD PRODUCTIONS LTD. (CALIFORNIA)  
 CLIFFWOOD PRODUCTIONS LTD. (FALCONE)

CLIFFWOOD PRODUCTIONS LTD. (SISTER MARY EXPLAINS IT ALL)  
 CLIFFWOOD PRODUCTIONS LTD. (TWO AGAINST TIME)  
 CLIFFWOOD PRODUCTIONS LTD. (WHAT MAKES A FAMILY)  
 CLIFFWOOD PRODUCTIONS, LTD.  
 CLOSET MONSTER INC.  
 CLOUD TEN PRODUCTIONS  
 CLUBLAND PRODUCTIONS INC.  
 CLUE PRODUCTIONS LTD. AND SENTINEL HILL NO. 87 P  
 CN PILOT PRODUCTIONS INC.  
 CN PILOT PRODUCTIONS INC.  
 COBU PRODUCTIONS INC.  
 CODE 2 PRODUCTIONS INC.  
 CODE2 PRODUCTIONS INC.  
 CODY CAMPANALE DBA LESSER MEN PRODUCTIONS  
 COE PRODUCTIONS INC.  
 COHEN SIBLINGS INC.  
 COIN FLIP PRODUCTIONS LTD.  
 COLD CREEK MANOR PRODUCTIONS, LTD.  
 COLD DECK PRODUCTIONS INC.  
 COLD PRODUCTIONS INC.  
 COLD ROCK PRODUCTIONS BC INC.  
 COLDER THAN JERSEY PRODUCTIONS INC.  
 COLDWATER PRODUCTIONS INC.  
 COLE HARBOUR PRODUCTIONS INCORPORATED  
 COLE/MAURO PRODUCTIONS INC.  
 COLE/MAURO PRODUCTIONS INC. / THE FEATURE FILM PROJECT  
 COLONY PRODUCTIONS (ONTARIO) INC.  
 COLONY PRODUCTIONS LTD.  
 COLOSSAL SUCCESS PICTURES INC.  
 COLOUR IT BLOOD RED PRODUCTIONS INC.  
 COMEDY BAR SEASON II INC.  
 COMEDY NOW 14 PRODUCTIONS INC.  
 COMEDY NOW 15 PRODUCTIONS INC.  
 COMEDY NOW PRODUCTIONS INC.  
 COMFORT FILMS INC.  
 COMIC GENIUS LIVE PRODUCTIONS INC.  
 COMMITTED PRODUCTIONS INC.  
 COMPANY LAST CALL PRODUCTIONS/MIKE MASTERS  
 COMPULSION FILMS INC.  
 CONFESSIONS PRODUCTIONS LTD  
 CONFLICTING PICTURES LTD.  
 CONNOR UNDERCOVER I INC.  
 CONNOR UNDERCOVER II INC.  
 CONSIDERING LOVE MANITOBA INC.  
 CONSTRUCT IV PRODUCTIONS INC.  
 CONSTRUCT V PRODUCTIONS INC.  
 COOKIE JAR DEVELOPMENT INC.  
 COOPERS CAMERA INC.  
 COPPERHEAD THE MOVIE LTD.  
 COPTOR PRODUCTIONS INC.  
 COREY MARR PRODUCTIONS INC. (MICHAEL VASS)  
 CORNER GAS THE MOVIE (ON) INC.  
 CORNER GAS THE MOVIE (SK) INC.  
 CORPUS VIVOS PRODUCTIONS INC.  
 COSMOPOLIS PRODUCTIONS INC.  
 COSTUME AND PRODUCTION SERVICES INC.  
 COTE ENTERTAINMENT INC.  
 COTTAGE COUNTRY PRODUCTIONS INC.  
 COURAGE PICTURES COVEN PRODS. CORP.  
 COURTNEY BAINBRIDGE DBA DRINKCOFFEE PRODUCTIONS  
 COVER ME CANADA PRODUCTIONS LIMITED  
 COVER STORY FILMS INC.  
 COVERT PRODUCTIONS INC.  
 CRACKED SEASON ONE INC.  
 CRACKED SEASON TWO INC.  
 CRACKER JACK PILOT PRODUCTIONS INC.  
 CRADLE WILL FALL PRODUCTIONS INC.  
 CRAIG CORNELL  
 CRAIG GOODWILL DBA PATCH TOWN PRODUCTIONS  
 CRAIG THOMPSON PRODUCTIONS  
 CRASH CANYON 2 PRODUCTIONS INC.  
 CRASH CANYON PRODUCTIONS INC.  
 CRAWK FILMS LTD.  
 CRAWK FILMS LTD/THE FEATURE FILM PROJECT CREATION FILMS INC.  
 CRAWLSPACE FILMS, INC.  
 CREATIVE CORE ENTERTAINMENT  
 CREDO ENTERTAINMENT CORPORATION  
 CRIME PRODUCTIONS LTD  
 CRIMSON RIVER FILMS LTD.  
 CRITICAL INCIDENT  
 CROOKED DOG INC.  
 CROOKED FINGER PRODUCTIONS INC.  
 CROSSBAR RANCH PRODUCTIONS INC.  
 CROWN HEIGHTS PRODUCTIONS LIMITED  
 CRU COMMUNICATIONS  
 CRY FLY MANITOBA INC.



CRYPT CLUB PRODUCTIONS INC.

CSP 2 PRODUCTIONS INC.

CSP PRODUCTIONS INC.

CTR CANADA LIMITED

CUB FIVE PRODUCTIONS INC.

CUBE FORWARD PRODUCTIONS CORP.

CULLEN FAIRFIELD

CUPPA LOGO INC.

CURSE OF CHUCKY PRODUCTIONS INC.

CUSTODY PRODUCTIONS (MUSE) INC.

CYBERGEDDON PRODUCTION INC.

**D**

D.C. 911 PRODUCTIONS LIMITED

D2 PRODUCTIONS LIMITED

D4M PRODUCTIONS INC.

DAIRY ROAD PRODUCTIONS INC.

DALLAIRE PRODUCTIONS INCORPORATED

DAMIEN TV PRODUCTIONS LTD.

DANGEROUS DUST PRODUCTIONS INC.

DANSE TV 2 PRODUCTIONS INC.

DANSE TV 3 PRODUCTIONS INC.

DANSE TV 4 PRODUCTIONS INC.

DANSE TV PRODUCTIONS INC.

DANSU PRODUCTIONS LIMITED

DARCY II PRODUCTIONS LIMITED

DARCY PRODUCTIONS LTD.

DARIUS – BGE PRODUCTIONS INC.

DARIUS – DEFENDOR PRODUCTIONS INC.

DARIUS – ESEW PRODUCTIONS INC.

DARIUS – GOSPEL PRODUCTIONS INC.

DARIUS – GUY TERRIFICO PRODUCTIONS INC.

DARIUS – HANK AND MIKE PRODUCTIONS INC.

DARIUS – INTRUDERS PRODUCTIONS INC

DARIUS – TLTS G PRODUCTIONS INC.

DARIUS – WEIRDSVILLE PRODUCTIONS INC.

DARIUS-MV PRODUCTIONS INC.

DARIUS-SHOTGUN PRODUCTIONS INC.

DARK FLOWERS PRODUCTIONS (MARY SEXTON)

DARK HOPE ENTERTAINMENT INC.

DARK HOPE ENTERTAINMENT INC.

DARK MATTER SERIES 2 INC.

DARK MATTER SERIES INC.

DARK PLACES PRODUCTIONS INC.

DARK RISING 2 CORPORATION

DARK ROAST PRODUCTIONS INC.

DARK YEARS PRODUCTIONS INC.

DARKNET I (COPPERHEART) PRODUCTIONS INC.

DAS PRODUCTIONS, LTD.

DASH &amp; LILLY INC.

DASHER AND FRANKIE PRODUCTIONS INC.

DAVE GIBSON DBA RIVERLIFE PRODUCTIONS

DAVE WAS HERE LTD.

DAVID MILLER DBA A71 PRODUCTIONS INC.

DAVID WOLFF PRESIDENTIAL EXPLORATORY COMMITTEE INC.

DAVIS FILMS/IMPACT PICTURES INC.

DAWGGONE PRODUCTIONS INC.

DAWN ANNA PRODUCTIONS LTD.

DAY REAGAN PRODUCTIONS DCN PRODUCTIONS INC.

DCP (GOON) PRODUCTIONS INC.

DCP (THE FACTORY) PRODUCTIONS INC.

DCP BOONDOCK II PRODUCTIONS INC.

DCP ECHO PRODUCTIONS INC.

DCP MYSTERY ARTS INC.

DCP ORPHAN PRODUCTIONS INC.

DCP WRONG TURN PRODUCTIONS INC.

DCTV MULMUR BETWEEN 2 PRODUCTIONS INC.

DCTV MULMUR BETWEEN PRODUCTIONS INC.

D-DAY HEROES PRODUCTIONS INC.

DEACONS PRODUCTIONS LIMITED

DEAD BY MONDAY PRODUCTIONS

DEAD DIARY PRODUCTIONS INC.

DEAD LAND NORTH INC.

DEADWEIGHT PRODUCTIONS INC.

DEAL PICTURES LTD.

DEAR AMERICA PRODUCTIONS INC.

DEAR PRUDENCE PRODUCTIONS INC.

DEAR SANTA PRODUCTIONS INC.

DEATH DAY INCORPORATED

DEATH WARRIOR FILMS INC.

DEBATE FILMS INC.

DEBATE FILMS INC. (BLACK IRIS)

DEBUG (COPPERHEART) PRODUCTIONS INC.

DECODE ENTERTAINMENT/CODE 2 PRODUCTIONS

DECODE/BLOBHEADS PRODUCTIONS INC.

DECODE/BUZZ PRODUCTIONS 3 INC.

DECODE/BUZZ PRODUCTIONS INC.

DECODE/CLANG PRODUCTIONS INC.  
 DECODE/DELILAH PRODUCTIONS 2 INC.  
 DECODE/DELILAH PRODUCTIONS INC.  
 DECODE/FRANNY PRODUCTIONS 2 INC.  
 DECODE/FRANNY PRODUCTIONS 2 INC.  
 DECODE/FRANNY PRODUCTIONS 3 INC.  
 DECODE/FRANNY PRODUCTIONS INC.  
 DECODE/FREAKS PRODUCTIONS INC.  
 DECODE/GIRLSTUFF PRODUCTIONS 2 INC.  
 DECODE/GIZMO PRODUCTIONS INC.  
 DECODE/GLIMMER PRODUCTIONS INC.  
 DECODE/JUNGLE PRODUCTIONS 3 INC.  
 DECODE/NUTLEY PRODUCTIONS INC.  
 DECODE/POPETS PRODUCTIONS INC.  
 DECODE/SADIE PRODUCTIONS 3 INC.  
 DECODE/SAVE-UMS PRODUCTIONS 2  
 DECODE/SHORTS PRODUCTIONS INC.  
 DECODE/URBAN PRODUCTIONS INC  
 DECODE/WRAPAROUND PRODUCTION INC.  
 DECODE/ZACK PRODUCTIONS 2 INC.  
 DECOYS PRODUCTIONS INC.  
 DEE LUDED 2 PRODUCTIONS INC.  
 DEE LUDED PRODUCTIONS INC.  
 DEEPLY PRODUCTIONS INC.  
 DEF PRODUCTIONS INC.  
 DEFIANT ENTERTAINMENT INC.  
 DEFINITION OF FEAR (PRODUCTION SERVICES-CANADA) INC.  
 DEMILO PRODUCTIONS (MAMA) INC.  
 DEMI-MONDE PRODUCTIONS INC.  
 DERMOTT'S QUEST PRODUCTIONS  
 DESIGN MATCH PRODUCTIONS INC.  
 DEVEAUX BABIN PRODUCTIONS  
 DEVIL'S BRIGADE PRODUCTIONS INC.  
 DEVIL'S GAP INC.  
 DEVIL'S HORN PRODUCTIONS INC.  
 DEVIL'S MERCY FILMS INC.  
 DEVIL'S GATE MANITOBA THE MOVIE INC.  
 DEVINE BAILEY PRODUCTIONS LTD.  
 DEVINE ENTERTAINMENT CORPORATION  
 DEX CGI INC.  
 DEX HAMILTON FIRE AND ICE INC.  
 DEX I PRODUCTIONS INC.  
 DF 11 FILMS INC.  
 DGP ANIMAL PRODUCTIONS INC.  
 DHX - EXCHANGE PRODUCTIONS II INC.  
 DHX - EXCHANGE PRODUCTIONS INC.  
 DHX – HOUR PRODUCTIONS (ON) XXI INC.  
 DHX - INSPECTOR GADGET PRODUCTIONS II INC.  
 DHX - INSPECTOR GADGET PRODUCTIONS III INC.  
 DHX - INSPECTOR GADGET PRODUCTIONS INC.  
 DHX - LOOPED PRODUCTIONS (ON) INC.  
 DHX - SPACE RANGER PRODUCTIONS I INC .  
 DHX - SPACE RANGER PRODUCTIONS INC.  
 DHX - YOU AND ME PRODUCTIONS (NS) I INC.  
 DHX - YOU AND ME PRODUCTIONS (NS) INC.  
 DHX HALIFAX PRODUCTION SERVICES LTD.  
 DHX- HOUR PRODUCTIONS (NS) XXI INC.  
 DHX- HOUR PRODUCTIONS (NS) XXII INC.  
 DHX- HOUR PRODUCTIONS (NS) XXII NYE INC.  
 DHX- HOUR PRODUCTIONS (ON) XXII NYE INC.  
 DHX SUPERWHY PRODUCTIONS 3 INC  
 DHX YOU AND ME PRODUCTIONS (ON) I INC.  
 DHX/BEFRIEND AND BETRAY PRODUCTIONS INC.  
 DHX/DOOZERS PRODUCTIONS INC.  
 DHX/KHOURIS PRODUCTIONS (NS) INC.  
 DHX/MONSTER PRODUCTIONS II INC.  
 DHX/MONSTER PRODUCTIONS INC.  
 DHX/SATISFACTION PRODUCTIONS INC.  
 DHX/SATISFACTION SEASON I PRODUCTIONS INC.  
 DHX-MEATBALLS PRODUCTIONS INC.  
 DIABLO MOVIE INC.  
 DIAMOND ROAD INC.  
 DIGERATI FILMS INC.  
 DIGICORP PRODUCTIONS LP  
 DIGITAL RIVER INC.  
 DIM PRODUCTIONS  
 DIM PRODUCTIONS INC.  
 DINOSAPIEN PRODUCTIONS INC.  
 DINOSAUR RESURRECTION FILMS INC.  
 DINOSAUR SOUP PRODUCTIONS INC.  
 DIRTY STREET DETOURS  
 DIRTY STREET DETOURS (DIVISION OF 1306657 ONT. LTD.)  
 DISORDERLY PRODUCTIONS MUSE INC.  
 DISTINCT FEATURES INC.  
 DIVERTED PRODUCTIONS INC.  
 DNH 2 PRODUCTIONS INC.

DNH 3 PRODUCTIONS INC.  
 DNH PRODUCTIONS INC.  
 DODGE THE BULLET PRODUCTIONS INC.  
 DOG BOYS PRODUCTIONS PARTNERSHIP  
 DOGPATCH PRODUCTIONS LTD.  
 DOGS WITH JOBS 4 INC.  
 DOHENY PRODUCTIONS INC.  
 DOHENY PRODUCTIONS INC.  
 DOJ 1 PRODUCTIONS INC.  
 DOLPHIN SEAS PRODUCTIONS LTD.  
 DOMINO PRODUCTIONS INC.  
 DON FERGUSON PRODUCTIONS LIMITED  
 DON FERGUSON PRODUCTIONS LIMITED  
 DON'T LOOK UP SINGAPORE, PTE. LTD.  
 DONNIE IS A MAN PRODUCTIONS INC.  
 DOODLEBOPS II PRODUCTIONS INC.  
 DOODLEBOPS III PRODUCTIONS INC.  
 DOOMSTOWN PRODUCTIONS INC  
 DOORMAT PRODUCTIONS  
 DORM PRODUCTIONS INC.  
 DOTCOM FILMS INC.  
 DOUBLE H TELEVISION INC.  
 DOUBLE W PRODUCTIONS API INC.  
 DOW FILMS PRODUCTIONS INC.  
 DOWN IN THE DELTA LP  
 DOWNFIELD PRODUCTIONS INC.  
 DOWNHILL PRODUCTIONS INC  
 DOWNLOADING NANCY PRAIRIE PROD. INC  
 DOZEN CANADA PRODUCTIONS LTD.  
 DR FILMS INC.  
 DR. CABBIE FILMS LTD.  
 DR66 PRODUCTIONS LTD.  
 DRACULA PRODUCTIONS INC.  
 DRAGON TALES PRODUCTIONS (1997) INC.  
 DREAM FRONT ENTERTAINMENT INC.  
 DREAM STREET ECM1 PICTURES INC.  
 DREAM STREET EP PICTURES INC.  
 DREAM STREET IL PICTURES INC.  
 DREAM STREET PHA PICTURES INC.  
 DREAM STREET PICTURES INC.  
 DREAM STREET TGL PICTURES INC.  
 DREAM STREET ZR PICTURES INC.  
 DREAMKEEPER PRODUCTIONS INC.

DREAMSMITH ENTERTAINMENT INC.  
 DRESDEN FILES PRODUCTIONS CORP.  
 DRESDEN FILES PRODUCTIONS I CORP.  
 DRIFTWOOD LP  
 DRINKING ALONE PRODUCTIONS INC.  
 DRIVER FOR HIRE (QVF) INC  
 DRIVER FOR HIRE (QVF) INC.  
 DRIVER PRODUCTIONS INC.  
 DRIVING DREAMS PRODUCTIONS  
 DRUMMERBOY FILM INC.  
 DRY WHISKEY PRODUCTIONS INC.  
 DSAW PRODUCTIONS LTD.  
 DSGFY FILMS INC.  
 DUCKED PRODUCTIONS INC.  
 DUFFERIN GATE PRODUCTIONS INC.  
 DUGSKY PRODUCTIONS LTD.  
 DUNNING PRODUCTIONS CANADA INC.  
 DUSTIN MANCINELLI DBA INFLO FILMS  
 DYLAN FILMS INC.  
 DYLAN REIBLING  
 DYNAN PRODUCTIONS INC.  
 DYNAMIGHT CARTOONS (DIANE CRAIG)  
 DZ2 PRODUCTIONS INC.

## E

E1 TELEVISION BAP LTD.  
 EAST COKER LP  
 EAST HILL PRODUCTIONS INC.  
 EAST SIDE FILM COMPANY  
 EAST VAN PRODUCTIONS INC.  
 EAST WEST PICTURES LTD.  
 EASTERN PROMISES FILM PRODUCTIONS INC.  
 EASY MOUNTAIN PRODUCTIONS LTD.  
 EATING THE BONES PRODUCTIONS INC.  
 EDDIE PICTURES INC.  
 EDGE PRODUCTIONS CORP.  
 EDGEY PRODUCTIONS INC.  
 EDI PRODUCTIONS INC.  
 EDITCOMM INC.  
 EERIE PRODUCTIONS INC.  
 EGG HEAD PRODUCTIONS INC.  
 EGG NOGG INC.  
 EGO FILM ARTS  
 EHBOOT FILMS INC.

EIEIO PRODUCTIONS  
 ELC PRODUCTIONS LTD.  
 ELD FILMS  
 ELECTRIC TRAIN PRODUCTIONS LTD.  
 ELENA PILAR NANES DBA FRACTION FILMS & RABID PICTURES INC.  
 ELEVEN CAMERAS INC.  
 ELEVEN THIRTEEN INC.  
 ELEVENTH HOUR PRODUCTIONS INC.  
 ELI FILMS LTD.  
 ELIZ PRODUCTIONS ULC.  
 ELLI WEISBAUM DBA MAJOR ST. PRODUCTIONS  
 ELLIS VISION INCORPORATED  
 ELOISE TELEVISION PRODUCTIONS INC.  
 ELOVE 2 PRODUCTIONS INC.  
 ELVIS PRUSIC  
 EMBER FILMS INC.  
 EMERGENCE FILMS INC.  
 EMPIRE ENTERTAINMENT LTD.  
 EMPIRE PICTURES (MAGIC) INC.  
 EMW PRODUCTIONS INC.  
 END OF MEN PRODUCTIONS INC.  
 ENGAGEMENT PRODUCTIONS INC.  
 ENGELS 1 PRODUCTIONS INC.  
 ENGLISHMAN'S BOY PRODUCTIONS LTD.  
 ENNIS FILMS INC.  
 ENRIQUEPOE MOVING PICTURES INC.  
 ENTERTAINMENT ONE TELEVISION BAP LTD FKA E1 TELEVISION BAP LTD.  
 ENTERTAINMENT ONE TELEVISION PRODUCTIONS LTD  
 ENTERTAINMENT ONE TELEVISION PRODUCTIONS LTD.  
 FKA E1 TELEVISION PRODUCTIONS LTD.  
 EPISODE 16 PRODUCTIONS INC.  
 EPISODE 17 PRODUCTIONS INC.  
 EPISODE 18 PRODUCTIONS INC.  
 EPISODE 19 PRODUCTIONS INC.  
 EPISODE 20 PRODUCTIONS INC.  
 EPISODE 21 PRODUCTIONS INC.  
 EPITOME PICTURES INC.  
 EPITOME SCREEN PRODUCTIONS INC.  
 ERICA GENEUEUX SMITH DBA TOXIC FRIEND FILMS  
 ERKY PERKY PRODUCTIONS (CANADA) INC.  
 ERKY PERKY SERIES II  
 ERKY PERKY SERIES III (CANADA) INC.  
 ERLTON ROAD PRODUCTIONS INC.

ESCAPE FILMS  
 ESPINOSA MANITOBA INC.  
 ESPLANADE PRODUCTIONS  
 ETHEREAL FILMS  
 EUGENIA EDUCATIONAL FOUNDATION EVEL FILMS, INC. "EVEL"  
 EVA COLMERS  
 EVAN LANDRY  
 EVEN BIGGER BUG MOVIES LTD.  
 EVERGREEN MONSTER PRODUCTIONS INC.  
 EVERWOOD FILMS INC.  
 EVERYONE'S FAMOUS PRODUCTIONS INC.  
 EVIL BOOK PRODUCTIONS INC.  
 EWG PRODUCTIONS INC.  
 EXCHANGING VOWS PRODUCTIONS INC.  
 EXHIBIT A SEASON III INC.  
 EXHIBIT A SEASON IV INC.  
 EXHIBIT A SEASON V INC.  
 EXIT WOUNDS INC.  
 EXPANDING UNIVERSE PRODUCTIONS LTD.  
 EXPECT THEATRE INC.  
 EXPECTING PRODUCTIONS INC.  
 EXTERNAL AFFAIRS LIMITED  
 EXTRA SENSORY PRODUCTIONS INC.  
 EYE STEEL FILM  
 EYELIDS PRODUCTIONS INC.  
 EYEWITNESS PICTURES INC.  
 EYEWIZARD FILMS (SANDRA SHIELDS)  
**F**  
 F TO F 2 PRODUCTIONS INC.  
 F TO F 3 PRODUCTIONS INC.  
 F TO F PRODUCTIONS INC.  
 F WORD PRODUCTIONS INC.  
 F&A PRODUCTIONS SERVICES INC.  
 FABULOUS (2) PRODUCTIONS INC.  
 FABULOUS PRODUCTIONS INC.  
 FACE THE MUSIC PRODUCTIONS INC.  
 FACES PRODUCTIONS MANITOBA INC.  
 FACTS PRODUCTIONS LTD.  
 FADO FILMS INC. AND DAY FOR NIGHT MOTION PICTURES  
 FAI 1 PRODUCTIONS LTD.  
 FAI 2 PRODUCTIONS LTD.  
 FAI 3 PRODUCTIONS LTD.  
 FAIRFIELD TELEVISION

FAIRYFELER PRODUCTIONS  
 FAITH FILMS INC.  
 FALL ENTERTAINMENT  
 FALL RIVER PRODUCTIONS INC.  
 FALLEN ANGEL PEBBLEHUT INC.  
 FALLING PRODUCTIONS INC.  
 FALLOUT ALBERTA PRODUCTIONS INC.  
 FAMILY CHALLENGE PRODUCTIONS LIMITED .  
 FAMILY OF COPS 3 LTD. PARTNERSHIP  
 FAMOUS WHALE PRODUCTIONS LTD  
 FANBOY CONFESSIONAL INC  
 FANBOY CONFESSIONAL INC.  
 FANCY SHOES TV INC.  
 FANCY SHOES TV INC.  
 FANGBONE PRODUCTIONS INC.  
 FAR REACH PRODUCTIONS LIMITED  
 FARGO ALBERTA PRODUCTIONS INC.  
 FARGO S2 PRODUCTIONS INC.  
 FARM STORM CELLAR FILMS INC.  
 FARMHOUSE PRODUCTIONS LTD  
 FARPOINT MINI INC.  
 FASTLANE FOODS (2) PRODUCTIONS INC.  
 FASTLANE FOODS (3) PRODUCTIONS INC.  
 FASTLANE FOODS (4) PRODUCTIONS INC.  
 FASTLANE FOODS (5) PRODUCTIONS INC.  
 FASTLANE FOODS PRODUCTIONS INC.  
 FAT WEDDING PRODUCTIONS INC.  
 FATAL PASSAGE PRODUCTIONS INC.  
 FATHERLAND PRODUCTION INC.  
 FAUX PAWS PRODUCTIONS INC.  
 FEAR ALBERTA LTD.  
 FEAR ITSELF PRODUCTIONS CORP.  
 FEAR X PRODUCTIONS INC.  
 FEAST PRODUCTIONS LTD. AND FEAST PRODUCTIONS  
 AS AGENT FOR SENTINEL HILL NO. 112 LP  
 FEBRUARY FILM PRODUCTIONS INC.  
 FED UP FILMS 3 INC.  
 FED UP FILMS TOO INC.  
 FEDERGREEN ENTERTAINMENT INC.  
 FELICITY FILMS INC.  
 FELLA FILMS INC.  
 FEM CAB PRODUCTIONS INC. .  
 FEMMINA FILMS INC

FENDER BENDER PRODUCTIONS (DIVISION OF 1347794 ONTARIO LTD.)  
 FERRIS WHEEL PRODUCTIONS, INC.  
 FIELD GOAL PRODUCTIONS INC.  
 FIGHTING FISH PICTURES  
 FIGHTING MAN FILMS INC.  
 FILAMENT COMMUNICATIONS INC.  
 FILM FOLKS PRODUCTIONS INC.  
 FILM FORGE PRODUCTIONS INC.  
 FILM PANIK LTD.  
 FILM PRODUCTIONS MANITOBA INC.  
 FILM WORKS LTD.  
 FILMS THESE GIRLS INC./THESE GIRLS SHEDIAC INC.  
 FILMTRYST INC.  
 FILU PRODUCTIONS INC.  
 FINAL HOUR STUDIOS INC.  
 FIND ME FILM PRODUCTIONS INC.  
 FINN PRAIRIE PRODUCTIONS INC.  
 FIR CRAZY PRODUCTIONS INC.  
 FIRE RAT PRODUCTIONS INC.  
 FIREBOY FILMS LTD.  
 FIRECORP I-VI PRODUCTIONS INC.  
 FIRECORP IX PRODUCTIONS INC.  
 FIRECORP VII PRODUCTIONS INC.  
 FIRECORP VIII PRODUCTIONS INC.  
 FIRECORP XI PRODUCTIONS INC.  
 FIRECORP XII PRODUCTIONS INC.  
 FIREFISH ENTERTAINMENT INC.  
 FIREWORKS CREATIVE INC.  
 FIRST LOVE – COLD PRODUCTIONS INC.  
 FIRST LOVE FILMS INC.  
 FIRST NA PRODUCTIONS, INC.  
 FIRVALLEY PRODUCTIONS INC.  
 FITZGERALD PRODUCTIONS LTD.  
 FIVE FACES FILMS INC.  
 FIXER LIMITED PARTNERSHIP  
 FLAMINGO 2 PRODUCTIONS INC.  
 FLAMINGO 3 PRODUCTIONS INC.  
 FLAMINGO PRODUCTIONS INC.  
 FLAMINGO SPECIAL PROD. INC.  
 FLAPJACK FILMS INC.  
 FLASHPOINT SEASON I PRODUCTIONS INC.  
 FLASHPOINT SEASON II PRODUCTIONS INC.  
 FLASHPOINT SEASON III PRODUCTIONS INC.

FLASHPOINT SEASON IV PRODUCTIONS INC.  
 FLASHPOINT SEASON V PRODUCTIONS INC.  
 FLEUK FILMS INC.  
 FLIGHT FROM DHAHRAN PROD. LTD.  
 FLIRTING WITH 40 PRODUCTIONS INC.  
 FLUG FILMS  
 FLYING FISH FILMS LTD.  
 FLYING WING FILMS INC.  
 FOCUS PRODUCTIONS (DIVISION OF 3040708 NOVA SCOTIA CO.)  
 FOGBOUND FILMS INC.  
 FOGGY TYNE PRODUCTIONS  
 FOGLIGHT PRODUCTIONS INC.  
 FOLLOW YOU DOWN FILMS INC.  
 FONTAINE FILMS INC.  
 FOOLISH GIRL PRODUCTIONS INC.  
 FOOTBALL COUNTRY ALBERTA LTD.  
 FOOTSTEPS OF GOLIATH INC. (PTV PRODUCTIONS INC.)  
 FOOTSTEPS PRODUCTIONS LTD.  
 FOR ALL TIME PRODUCTIONS LTD. AND FOR ALL TIME PRODUCTIONS  
 LTD. AS AGENTS FOR SENTINEL HILL NO. 136 LP  
 FOR THE RECORD PRODUCTIONS INC.  
 FORCE FOUR PRODUCTIONS LTD.  
 FORCE ONE TELEVISION PRODUCTIONS  
 FORESIGHT FEATURES INC.  
 FORESIGHT VISUAL COMMUNICATIONS INC.  
 FOREVER MINE PROD. LP  
 FOREVER YOUNG FILMS INC.  
 FORGOTTEN WIVES PRODUCTION INC.  
 FOUNDRY FILMS INC.  
 FOUNDRY PRODUCTIONS INC.  
 FOUNDRY/ROUNDRIP FILMS INC.  
 FOUR ARROWS PRODUCTIONS INC.  
 FOUR BROTHERS FILMS INC.  
 FOUR HEROES PRODUCTIONS INC.  
 FOUR HORSEMAN FILMS INC.  
 FOUR MINUTE PRODUCTIONS INC.  
 FOUR SAINTS PRODUCTIONS INC.  
 FOUR SEASONS PRODUCTIONS INC.  
 FOUR TWENTY PRODUCTIONS LTD.  
 FOUR ZERO ONE  
 FOX QUEBEC PRODUCTIONS LTD.  
 FOXFIRE PRODUCTIONS INC.  
 FOXTOR PRODUCTIONS LTD.

FRAME 30 PRODUCTIONS LTD.  
 FRAMEWORKS COMMUNICATIONS INC.  
 FRAN VALLEE  
 FRANTIC BOMBER PRODUCTIONS INC.  
 FRANTIC FILMS LIVE ACTION DEVELOPMENT INC.  
 FRANTIC FILMS ONTARIO INC.  
 FRANTIC MANITOBA PRODUCTIONS INC.  
 FRATERNITY PRODUCTIONS INC. AND FRATERNITY PRODUCTIONS  
 AS AGENT FOR SENTINEL HILL NO. 194 LP  
 FREE OF EDEN LP  
 FREE PARKING PICTURES INC.  
 FREE SPIRIT FILMS INC  
 FREEFALL PRODUCTIONS INC.  
 FREELANCE PRODUCTIONS LTD.  
 FREEZER FILM EDMONTON INC.  
 FRESH INTERACTIVE INC.  
 FRESH START PRODUCTIONS LTD.  
 FRESH TV INC.  
 FRIDAY PRODUCTIONS MTC LIMITED  
 FRIDAY X PRODUCTIONS LP/FRIDAY X PRODUCTIONS INC.  
 FRIGATE FILMS (JENNIFER HARKNESS)  
 FRIGATE FILMS INC.  
 FRINGE BENEFIT PRODUCTIONS INC.  
 FRINGE ELEMENT FILMS INC.  
 FRONT ROW PRODUCTIONS  
 FRONT STREET FILMS INC.  
 FRONT STREET PRODUCTIONS, LTD.  
 FRONTIER SEASON 1 (NL) INC.  
 FTE PRODUCTIONS INC.  
 FU2 PRODUCTIONS LTD.  
 FUGITIVE PIECES PRODUCTIONS INC.  
 FULFORD-BROWN PRODUCTIONS  
 FULL OF GRACE PRODUCTIONS  
 FULLER PRODUCTIONS AND FULLER PRODUCTIONS INC.  
 AS AGENT FOR SENTINEL HILL NO. 196 LP  
 FUNBAG ANIMATION STUDIOS  
 FUNKY BUDDHA PRODUCTIONS INC.  
 FUNTIME SHOW PRODUCTIONS INC.  
 FURNITURE PRODUCTIONS LIMITED  
 FUTURE SHORTS TORONTO  
 FUTURE WORLD PRODUCTIONS INC.  
 FUTURISTIC FILMS LIMITED

**G**

GABLES PRODUCTIONS INC.  
 GABRIEL SIMON PRODUCTION SERVICES LIMITED  
 GAC PRODUCTIONS  
 GAIL REGAN (889848 ONTARIO LTD.)  
 GALAFILM PRODUCTIONS (THE GIRL KING) INC.  
 GALLOPING COW PRODUCTIONS INC.  
 GANG GREEN PRODUCTIONS INC. (ALEX BOOTHBY  
 AND DRAZEN BARIC)  
 GAPC ENTERTAINMENT (THE PRIME RADICALS I) INC.  
 GARDENER CANADA PRODUCTIONS INC.  
 GATEAU PRODUCTIONS INC.  
 GAY HISTORY PRODUCTIONS INC.  
 GBA PRODUCTIONS  
 GCWWW PRODUCTIONS LIMITED  
 GEEK SHOW PRODUCTIONS INC.  
 GEMINI GALA PRODUCTIONS 2009 INC.  
 GEN ONE PRODUCTIONS INC.  
 GENERAL ASSEMBLY PRODUCTION CENTRE (GAPC)  
 GENEVA FILM CO. LTD.  
 GENTLE ART PRODUCTIONS II INC.  
 GENTLE ART PRODUCTIONS INC.  
 GEORGIAN BAY PRODUCTIONS CO. INC.  
 GEORGIAN'S MUSIC SHOW INC.  
 GEP 12 MONKEYS INC.  
 GEP DEFIANCE INC.  
 GEP HEROES REBORN INC.  
 GEP PRODUCTIONS INC  
 GEP PRODUCTIONS INC.  
 GEP PRODUCTIONS INC. – LOVE IS DEAD  
 GEP PRODUCTIONS INC., SUITS  
 GEP WARRIOR INC.  
 GERALD PATRICK FANTONE  
 GERDA FILM PRODUCTIONS INC.  
 GET IT STRAIGHT PRODUCTIONS INC.  
 GET LUCKY TELEVISION PRODUCTIONS II INC.  
 GET LUCKY TELEVISION PRODUCTIONS INC.  
 GET OUT OF TOWN SEASON ONE LTD.  
 GET SET FILMS INC.  
 GET SET FILMS INC.  
 GET'ER DONE PRODUCTIONS INC.  
 GFT ACTION FILMS INC.  
 GFT CIRCLE FILMS INC.  
 GFT DETENTION FILMS INC.

GFT ENTERTAINMENT  
 GFT HERESY FILMS INC.  
 GFT LIMIT FILMS INC.  
 GFT ROAD RAGE FILMS INC. (GARY HOWSAM)  
 GFT SHEPPARD FILMS INC.  
 GFT/REDWOOD/IGNITION FILMS INC.  
 GHOSTLY PRODUCTIONS LTD.  
 GIGI II PRODUCTIONS INC.  
 GIGI PRODUCTIONS INC.  
 GILMORE GIRLS PRODUCTIONS INC.  
 GIRL & A GUN FILMS INC.  
 GIRLS WILL BE GIRLS INC.  
 GISELLA PRODUCTIONS LIMITED  
 GITCH PRODS. INC.  
 GIVE A DAMN PRODUCTIONS INC.  
 GLENDALE PRODUCTIONS INC.  
 GLITTER PRODUCTIONS INC.  
 GLOW PRODUCTIONS LTD.  
 GMI PRODUCTIONS LTD.  
 GMI PRODUCTIONS SERIES II LTD.  
 GMI PRODUCTIONS SERIES III LTD.  
 GO GIRL TELEVISION PRODUCTIONS INC.  
 GO JUMP PRODUCTIONS INC.  
 GOD AND COUNTRY INC.  
 GODFREY FILM PRODUCTION INC.  
 GO-GO PRODUCTIONS INC.  
 GOING NUTS PRODUCTIONS II INC.  
 GOING NUTS PRODUCTIONS III INC.  
 GOING NUTS PRODUCTIONS INC.  
 GOLD COAST PICTURES INC.  
 GOOBY ENTERTAINMENT INC.  
 GOOD FENCES PRODUCTIONS LIMITED  
 GOOD JOB PRODUCTIONS INC.  
 GOOD LOOKIN' PRODUCTIONS INC.  
 GOOD MORNING PRODUCTIONS II INC.  
 GOOD MORNING PRODUCTIONS III INC.  
 GOOD MORNING PRODUCTIONS INC.  
 GOOD ONES FILMS INC.  
 GOOD WITCH (IV) PRODUCTIONS INC.  
 GOOD WITCH (VII) PRODUCTIONS INC.  
 GOOD WITCH II PRODUCTIONS INC.  
 GOOD WITCH ONE PRODUCTIONS INC.  
 GOOD WITCH WEDS PRODUCTIONS INC.

GOOD WITCHES PRODUCTIONS INC.  
 GOODNIGHT PICTURES INC.  
 GOON 2 PRODUCTIONS INC.  
 GOOSECORP INC.  
 GORGEOUS MISTAKE PRODUCTIONS INC.  
 GORGEOUS PRODUCTIONS LIMITED  
 GOSPEL JUBILEE 2003 INC.  
 GOSPEL OF DECEIT PRODUCTIONS INC.  
 GOSSIP PRODUCTIONS INC.  
 GOTTFRIED BROS. ENTERTAINMENT II INC.  
 GOTTFRIED BROS. ENTERTAINMENT III INC.  
 GOTTFRIED BROS. ENTERTAINMENT IV INC.  
 GRACE PRODUCTIONS INC. (2008) GRASSFIRE FILMS INC.  
 GRANDPA PRODUCTIONS LTD.  
 GRASSFIRE FILMS INC.  
 GRAVE PUNCHERS PRODUCTIONS INC.  
 GRAY AREA PRODUCTIONS INC.  
 GRAY MATTER INC.  
 GREAT CANADIAN FOOD SHOW INC.  
 GREAT CRUISES PRODUCTIONS INC.  
 GREAT NORTH PRODUCTIONS INC.  
 GREAT WAR PRODUCTIONS INC.  
 GREEN TULIP PRODUCTIONS CANADA INC.  
 GREY ZONE LTD.  
 GRIDLOCKED ENTERTAINMENT CORPORATION  
 GRIFFIN BACAL VOLNY  
 GRIM PRODUCTIONS API INC.  
 GRIZZLY CUP 2 INC.  
 GRK PICS LTD.  
 GROJBAND PRODUCTIONS (SEASON I) INC.  
 GROUP HOME TV MOVIE INC.  
 GRP - SWANS PRODUCTIONS, INC.  
 GRP-ONE CHRISTMAS EVE PRODUCTIONS INC.  
 GRYPHON FILMS LTD.  
 GS FILMS INC.  
 GUIDANCE THE FILM INC.  
 GUIDESTONES PRODUCTIONS INC.  
 GUILT BY ASSOCIATION PRODUCTIONS INC.  
 GUN DOG FILMS LTD.  
 GURU JUSTIN TIME 3 LTD.  
 GURU PRODUCTIONS LTD.  
 GURU TRUE LTD.  
 GUTSHOT PRODUCTIONS INC.

GWTP PRODUCTIONS INC.  
 GYPSY FILMS INTERNATIONAL AS AGENT FOR SENTINEL HILL NO. 153 LP  
**H**  
 H FILMS  
 H.S. PRODUCTIONS (ONTARIO) LTD.  
 H2002 PRODUCTIONS LTD.  
 HABIT FILMS INC.  
 HACKER PRODUCTIONS INC.  
 HAIL PRODUCTIONS INC.  
 HAIRY BIRD FILMS LP  
 HALO PRODUCTIONS INC.  
 HAM + CHEESE FILMS INC.  
 HAMILTON-MEHTA BEEBA PRODUCTIONS INC.  
 HAMILTON-MEHTA PRODUCTIONS INC.  
 HAMMYTIME III PRODUCTIONS INC.  
 HANDEL PRODUCTIONS (BF) INC  
 HANDEL PRODUCTIONS (ONTARIO) INC.  
 HANDEL PRODUCTIONS (TUT) INC.  
 HANDEL PRODUCTIONS INC.  
 HANDMUTTON FILMS INC.  
 HANGMAN FILMS INC.  
 HANGNAIL PRODUCTIONS INC.  
 HANNAH RACHEL PRODUCTION SERVICES LIMITED  
 HANNAH'S LAW PRODUCTIONS INC.  
 HAPPENSTANCE PRODUCTIONS LTD.  
 HAPPY FUNTIME HOUR PRODUCTIONS 2007 INC.  
 HARD ROCK MEDICAL (SERIES 4) INC.  
 HARD ROCK MEDICAL PRODUCTIONS INC.  
 HARD ROCK PICTURES INC.  
 HARDWOOD PRODUCTIONS INC.  
 HARM'S WAY FILMS INC.  
 HAROLD AND KUMAR CANADA INC.  
 HARPER PRODUCTIONS LTD.  
 HARRY'S BUCKET INC.  
 HARRY'S BUCKET SERIES II INC.  
 HARVEST TV INTERNATIONAL/HATE PRODUCTIONS LIMITED  
 HATCHET SEASON 1 INC.  
 HATES CANADA INC.  
 HAUNTER (COPPERHEART) PRODUCTIONS INC.  
 HAVANA 57 INC.  
 HAVE MERCY PICTURES INC.  
 HAVEN 2 PRODUCTIONS INC.  
 HAVEN 3 PRODUCTIONS INC.



HAVEN 4 PRODUCTIONS INC.  
 HAVEN 5 PRODUCTIONS (N.S.) INC.  
 HAVEN TELEVISION INC. AND HAVEN PRODUCTIONS (NS) INC.  
 HAYDENKID PRODUCTIONS INC.  
 HAYLEI PRODUCTIONS INC.  
 HD SEA PRODUCTIONS INC.  
 HDI PRODUCTIONS INC.  
 HE WHO DARES SERIES INC.  
 HEAD ON PICTURES INCORPORATED  
 HEADCASTLE PRODUCTIONS INC.  
 HEADLESS HOSPITAL INC.  
 HEALER PRODUCTIONS LIMITED  
 HEART BROKEN COMPANY LTD.  
 HEARTLAND MOTION PICTURES INC.  
 HEARTLAND PRODUCTIONS INC.  
 HEAT WAVE LP  
 HEAVEN PROJECT PARTNERS INC.  
 HEDWIG AND THE ANGRY INCH AS AGENT FOR  
 SENTINEL HILL NO. 151 LP (HEDWIG AND THE ANGRY INCH)  
 HEIST PRODUCTIONS INC.  
 HELICOPTER INC.  
 HELL CREEK ENTERTAINMENT INC.  
 HELLIONS PRODUCTIONS INC.  
 HELPING HAND PRODUCTIONS  
 HENDRIX PRODUCTIONS LTD.  
 HERO FILMS  
 HEROIC FILM COMPANY II  
 HEROIC FILM COMPANY INC.  
 HEROIC FILM COMPANY INC.  
 HEROIC INTERACTIVE INC.  
 HEROIC TELEVISION INC.  
 HESSEN AFFAIR PRODUCTIONS INC.  
 HEY THAT'S MY BIKE FILMS INC.  
 HF MURDERS PRODUCTIONS INC.  
 HHCIB PRODUCTIONS INC.  
 HI GUYS EIGHT PRODUCTIONS INC.  
 HI GUYS ELEVEN PRODUCTIONS INC.  
 HI GUYS NINE PRODUCTIONS INC.  
 HI GUYS PRODUCTIONS  
 HI GUYS TEN PRODUCTIONS INC.  
 HI GUYS TWELVE PRODUCTIONS INC.  
 HIDDEN AGENDA  
 HIDDEN HORSESHOE PRODUCTIONS INC.  
 HIDING PRODUCTIONS INC.  
 HIGH C PRODUCTIONS INC.  
 HIGH CALIBRE PRODUCTIONS INC.  
 HIGH CHICAGO PRODUCTIONS INC.  
 HIGH LIFE PRODUCTIONS MANITOBA INC.  
 HIGH LIFE PRODUCTIONS ONTARIO INC.  
 HIGH MOON PRODUCTIONS INC.  
 HIGH ROAD PRODUCTIONS INC.  
 HIGH VOLTAGE PICTURES INC.  
 HIGHER LEARNING PRODUCTIONS INC.  
 HIGHLY FUNCTIONAL PRODUCTIONS INC.  
 HILLBILLY HERO PRODUCTIONS INC.  
 HIM PRODUCTIONS INC.  
 HISTORY BITES PRODUCTIONS INC.  
 HISTORY BITES PRODUCTIONS VII INC.  
 HIT BY LIGHTNING PRODUCTIONS (ONTARIO) INC.  
 HITCHER 2 PRODUCTIONS CANADA INC. AND HITCHER 2 PRODUCTIONS  
 CANADA INC. AS AGENTS FOR SENTINEL HILL  
 HM1 PRODUCTIONS INC.  
 HOCKEY'S BACK PRODUCTIONS INC.  
 HOLD FAST PRODUCTIONS INC.  
 HOLE IN ONE PRODUCTIONS INC.  
 HOLIDAY RESTRAINT PRODUCTIONS INC.  
 HOLLY AND OSCAR PRODUCTIONS INC.  
 HOLLYROCK STUDIOS INC.  
 HOM PRODUCTIONS INC.  
 HOME AGAIN FILM PRODUCTIONS INC.  
 HOME ALONE 5 PRODUCTIONS LTD.  
 HOMELESS FILM PRODUCTIONS INC.  
 HOMEMADE HOLY PLACES 2 INC.  
 HOMEMADE HOLY PLACES INC.  
 HOOPS PRODUCTIONS INC.  
 HOOKED FILMS (HM2) LTD.  
 HOPE THOMPSON DBA BETTER-BUILT PICTURES  
 HOPE ZEE FOUR INC.  
 HOPE ZEE ONE INC.  
 HOPE ZEE THREE INC.  
 HOPE ZEE TWO INC.  
 HORN RIMS XIII PRODUCTIONS INC.  
 HORSE AND GIRL PRODUCTIONS INC.  
 HORS-LIGNE INC.  
 HOSTILE PRODUCTIONS INC.  
 HOTBOX ENTERTAINMENT INC.

HOTEL BABYLON PRODUCTIONS INC.  
 HOUR PRODUCTIONS XIX INC.  
 HOUR PRODUCTIONS XV INC.  
 HOUR PRODUCTIONS XVI INC.  
 HOUR PRODUCTIONS XVII INC.  
 HOUR PRODUCTIONS XVIII INC.  
 HOUR PRODUCTIONS XX INC.  
 HOUSE NEXT DOOR FILMS INC.  
 HOUSE OF LUK PICTURES INC. (DEREK DIORIO)  
 HOUSE ON FIRE PRODUCTIONS  
 HOUSE PARTY SEASON I INC.  
 HOW PRODUCTIONS INC.  
 HOW PRODUCTIONS SEASON ONE INC.  
 HOW S<sub>2</sub> PRODUCTIONS INC.  
 HOW S<sub>3</sub> PRODUCTIONS INC.  
 HOW S<sub>4</sub> PRODUCTIONS INC.  
 HOW S<sub>5</sub> PRODUCTIONS INC.  
 HP ANTIBIRTH PRODUCTIONS ONTARIO INC.  
 HP FLOWERSHOP MYSTERIES PRODUCTIONS ONTARIO INC.  
 HSH PRODUCTIONS INC. HTC 1 LTD.  
 HTS PRODUCTIONS INC.  
 HULO FILMS INC.  
 HUMAN SCALE PRODUCTIONS LIMITED  
 HUMANTOWN PRODUCTIONS INC.  
 HUNGRY HILLS PRODUCTIONS INC.  
 HUNTER PRODUCTIONS INC. (2008)  
 HUNTING PIGNUT PRODUCTIONS LTD.  
 HUNTING SEASON PRODUCTIONS INC.  
 HURT PRODUCTIONS (JOEL AWERBUCK)  
 HUSTLE PRODUCTIONS INC.  
 HYENA PRODUCTIONS INC.  
 HYPERCUBE PRODUCTION CO./HYPERCUBE PRODUCTIONS LP  
 HYPNOGOGIC IMAGES INC.

I

I MADE A GIRLFRIEND PRODUCTIONS  
 I THINK I DO PRODUCTIONS INC.  
 I WISH IT WAS ALWAYS SUMMER PRODUCTIONS (TOM STRAND)  
 I, DARWIN PRODUCTIONS INC.  
 I'M YOURS PRODUCTIONS INC.  
 IAN ANDERSON PRODUCTIONS INC.  
 ICE (INTEGRATED COM. & ENT. INC.)  
 ICE CASTLES PICTURES INC.  
 ICE PICTURES INC.

ICE PLANET CANADA (I) LTD.  
 ICE SWEAT & TEARS PRODUCTIONS INC.  
 ICE SWEAT & TEARS PRODUCTIONS INC.  
 ICEBOUND PRODUCTIONS ( MUSE) INC. (ICEBOUND)  
 IDAHO PRODUCTIONS LTD.  
 IDAHO PRODUCTIONS LTD. (BRIAN'S SONG)  
 IDAHO PRODUCTIONS LTD. (MIDWIVES)  
 IDAHO PRODUCTIONS LTD. (STRONG MEDICINE)  
 IDAHO PRODUCTIONS LTD. (THE LAST LAUGH)  
 IDEA FACTORY INC.  
 IDENTITY THEFT PRODUCTIONS INC.  
 IDW FILMS INC.  
 IJD PRODUCTIONS INC.  
 ILLUSIONS ENTERTAINMENT CORP.  
 IMAGETREE INC.  
 IMP PICTURES (101013739 SASK. LTD.)  
 IMPACT PICTURES (POMPEII) INC  
 IMPERFECT JUSTICE PRODUCTIONS LTD.  
 IMX 3A & 3C INC.  
 IMX INTERAKTION FILMS INC.  
 IMX RIVER KING INC  
 IN BETWEEN/ENTRE DEUX (BRIGITTE BOUCHER)  
 IN THE WINGS  
 IN TOO DEEP  
 INCANDESCENT FILMS  
 INCREDIBLE STORY PRODUCTION V INC.  
 INDEPENDENT PRODUCTIONS  
 INDIAN GROVE PRODUCTIONS INC  
 INDIE 2 INC.  
 INDIE I INC.  
 INDIEWORKS INC.  
 INDUSTRY ENTERTAINMENT INC.  
 INFERNO PICTURES INC.  
 INFLO FILMS INC.  
 INNER CITY FILMS  
 INQUISITION PRODUCTIONS INC.  
 INSECURITY PRODUCTIONS II INC.  
 INSECURITY PRODUCTIONS INC.  
 INSIGHT – A RUSSELL PETERS CHRISTMAS LTD.  
 INSIGHT – BATTLE OF BLADES 3 LTD.  
 INSIGHT – BATTLE OF THE BLADES 3 GAME ON LTD.  
 INSIGHT – CANADA SINGS 2 LTD.  
 INSIGHT – CANADA SINGS LTD.

INSIGHT – CANADA SINGS LTD.  
 INSIGHT – CGT LTD.  
 INSIGHT – COMEDY GOLD LTD.  
 INSIGHT – FALCON BEACH LTD.  
 INSIGHT – KITCHEN 2 LTD.  
 INSIGHT – KITCHEN 3 LTD.  
 INSIGHT – NEVER EVER LTD.  
 INSIGHT – SABBATICAL LTD.  
 INSIGHT BATTLE OF THE BLADES 4 LTD.  
 INSIGHT – BIG BROTHER CANADA 2 LTD.  
 INSIGHT – BIG BROTHER CANADA 3 LTD.  
 INSIGHT – BIG BROTHER CANADA LTD.  
 INSIGHT – DREAM VACATION LTD.  
 INSIGHT – GREENPEACE DOC LTD.  
 INSIGHT – JOHNNY REID CHRISTMAS LTD.  
 INSIGHT – JOKE OR CHOKE LTD.  
 INSIGHT – KITCHEN 4 LTD.  
 INSIGHT – PRODUCTION COMPANY LTD.  
 INSIGHT – PRODUCTION COMPANY LTD.  
 INSIGHT – BATTLE OF THE BLADES 4 GAME ON LTD.  
 INSIGHT – NEVER EVER 2 LTD.  
 INTEPOLES COMMUNICATIONS  
 INTER-CONTINENTAL HOLDING CORP.  
 INTERFACE PRODUCTIONS  
 INTERMITTENT PRODUCTIONS LTD.  
 INTERNATIONAL DOCUMENTARY TELEVISION CORP. (DOC TV)  
 INTERROGATION FILM PRODUCTION INC.  
 INTIMATE STRANGER PRODUCTIONS INC.  
 INTO THE WEST I (VOICE) INC.  
 INTO THE WEST II (VOICE) INC.  
 INTO THE WEST III (VOICE) INC.  
 INVASION PRODUCTIONS INC.  
 INVESTIGATION PRODUCTIONS (VOICE) INC.  
 INVESTIGATOR (SERIES 1) PRODUCTIONS INC.  
 INVESTIGATOR (WHIZBANG) PRODUCTIONS INC.  
 IPAHOY INC.  
 IRELAND LP  
 IRISH EYES PRODUCTIONS INC.  
 IRRESPONSIBLE PRODUCTIONS INC.  
 ISLAND CONFIDENTIAL PRODUCTIONS LTD.  
 ISTA FILMS II INC.  
 ISTA FILMS III INC.  
 ISTA FILMS INC.

ISTA FILMS IV INC.  
 IT FACTOR FILMS LTD.  
 IT TAKES A VILLAGE PRODUCTIONS INC.  
 IT WORKS! PRODUCTIONS CANADA INC.  
 IT'S A JUNGLE PRODUCTIONS LTD. (DAMIAN LEE)  
 ITOTI PRODUCTIONS INC.  
 ITWWAV LTD.  
 IV3D PRODUCTIONS CORP.  
 I'VE GOT A FEELING PRODUCTIONS INC.  
 IVY COTTAGE PRODUCTIONS (NS) INC.  
 IYD PRODUCTIONS INC.

**J**

J & H FILMS CANADA LTD.  
 J. LUNDMAN  
 J2SHOES 2 PRODUCTIONS INC.  
 J2SHOES PRODUCTIONS INC.  
 JACK AND JILL VS. THE WORLD PRODUCTIONS INC.  
 JACKIE ENGLISH PRODUCTIONS INC.  
 JACOB NIEDZWIECKI DBA INGENUE PICTURES  
 JACOB V STORY LTD.  
 JAMES A. APPLEBAUM  
 JAMES C. WILSON  
 JAMES COOPER  
 JANE D. (OP) PRODUCTIONS INC.  
 JANE MOTZ HAYES  
 JANGLES PRODUCTIONS  
 JASON JEFFREY DBA 85TH STREET PICTURES  
 JASPER TEXAS PRODUCTIONS LIMITED  
 JBFL (GILDA) PRODUCTIONS INC.  
 JBFL (SOUNDER) PRODUCTIONS INC.  
 JCW PRODUCTIONS LTD.  
 JEAN OF THE JONESES PRODUCTIONS INC.  
 JEFF FREILICH  
 JEFFREY MARVIN AND ASSOCIATES  
 JEFFREY MONEYO & DUANE MURRAY DBA BROKENSLATE PICTURES  
 JEFFREY ST-JULES  
 JELLYSTONE FILMS INC.  
 JENNIFER LIAO DBA BELIEVERVILLE PRODUCTIONS  
 JENNIFER PAUL DBA DEADBIRD FILMS  
 JENNIFER PRODUCTIONS INC.  
 JENNIFER SHIN  
 JERK YOUR OWN BUFFALO INC.  
 JESSE FILMS INC.

JESSE PRODUCTIONS INC.  
 JESSE STONE PRODUCTIONS INC.  
 JHC PRODUCTIONS INC.  
 JIM THALHEIMER  
 JOBRO PRODUCTIONS INC.  
 JOE MEDIA GROUP  
 JOE'S DAUGHTER INC.  
 JOHN A PRODUCTIONS (IGP) INC. &  
 JOHN A PRODUCTIONS (MUSE) INC.  
 JOHN GILLESPIE  
 JOHNNY HOCKIN DBA  
 JUNIPER ISLAND PRODUCTIONS  
 JONAS BELL PASHT  
 JONATHAN ORSON/ANITA DORON (AVALANCHE FILMS)  
 JONATHAN SCHWARTZ  
 JORDAN FILMS INC.  
 JOSEPH PATRICK FINN  
 JOSH KOFFMAN/RANDOM MONET PRODUCTIONS  
 JOSHMAX PRODUCTION SERVICES LIMITED  
 JOSHUA PEACE  
 JOZI – H CANADA INC.  
 JQ PRODUCTION SERVICES LTD.  
 JR5 LP  
 JSK HOLIDAY PRODUCTIONS LTD.  
 JUDIQUÉ PRODUCTIONS INC.  
 JULIJETTE PRODUCTIONS INC.  
 JULIUS JR. SEASON II PRODUCTIONS INC.  
 JUMP ROPING PRODUCTION LTD.  
 JUMPER PRODUCTIONS LTD.  
 JUMPING ROPE PRODUCTIONS LTD.  
 JUNGLE PRODUCTIONS INC.  
 JURY DUTY PRODUCTIONS INC.  
 JUST ANOTHER INDIAN PRODUCTIONS INC.  
 JUST BUSINESS FILMS  
 JUST PEACHY PRODUCTIONS LTD.  
**K**  
 K.C.U.S. PRODUCTIONS INC.  
 K.E.I. KALEIDOSCOPE ENTERTAINMENT INC.  
 K-19 FILM PRODUCTIONS INC.  
 KALEIDOSCOPE ENTERTAINMENT INC.  
 KANDYLAND FILMS INC.  
 KARDIA PRODUCTIONS INC.  
 KAT GERMAIN DBA TROUBLE FISH FILMS

KATHERINE BARRELL DBA KIT MEDIA  
 KAW PRODUCTIONS INC  
 KEATING MEDIA RELATIONS  
 KEEN COMMUNICATIONS SYSTEMS INC.  
 KEG PRODUCTIONS LTD.  
 KENNEDYS PRODUCTIONS (ONTARIO) INC.  
 KENSINGTON COMMUNICATIONS INC.  
 KERALA-JIM PICTURES INC.  
 KERMODE KID PRODUCTIONS INC.  
 KERRY MCPHERSON, A PRODUCTIONS  
 KESHAN FILMS LTD.  
 KEVIN HILL PRODUCTIONS LTD.  
 KEVIN HILL PRODUCTIONS LTD. YR 1  
 KEVIN'S CASTLE COMPANY INC.  
 KHALED PRODUCTIONS INC.  
 KICKASS 2 PRODUCTIONS INC.  
 KICKASS PRODUCTIONS INC.  
 KICKHAM SASI PRODUCTIONS INC.  
 KIDCAP FILMS INC.  
 KIDS IN WALL PRODUCTIONS INC.  
 KID'S TOWN PRODUCTIONS INC.  
 KIDS WORLD SPORTS PRODUCTIONS INC.  
 KILLIAN INC.  
 KILLING MOON PRODUCTION LTD.  
 KILLJOYS II PRODUCTIONS LIMITED  
 KILLJOYS PRODUCTIONS LIMITED  
 KILLSHOT PRODUCTIONS LIMITED  
 KIND 2 FILM PRODUCTIONS INC. (2)  
 KIND 2 FILM PRODUCTIONS MANITOBA INC.  
 KIND 3 FILM PRODUCTIONS INC.  
 KIND 4 FILM PRODUCTIONS (MANITOBA) INC.  
 KIND FILM PRODUCTIONS MANITOBA INC.  
 KING & COUNTRY PRODUCTION INC.  
 KING BEE CORP.  
 KING FILM PRODUCTIONS I INC.  
 KING FILM PRODUCTIONS II INC.  
 KING OF SORROW PRODUCTIONS INC.  
 KING OF THE CAGE FILMS INC.  
 KING ST. ENTERTAINMENT INC.  
 KINKY HAIR II PRODUCTIONS INC.  
 KINKY HAIR PRODUCTIONS INC.  
 KIRE PAPUTTS DBA 506 PRODUCTIONS  
 KISSED BY LIGHTING

KLONDIKE ALBERTA PRODUCTIONS INC.  
 KLYMLOVE INCORPORATED KNOWLEDGE CORP.  
 KNOW RULES MEDIA INC.  
 KONAMERRA FILMS INC.  
 KOO KOO PRODUCTIONS  
 KOREA HILL PRODUCTIONS INC.  
 KOREA PRODUCTIONS INC.  
 KOSHER SEX FILMS INC.  
 KRATT BROTHERS COMPANY LTD.  
 KRISTINA ESPOSITO DBA KEME PRODUCTIONS  
 KROSBEE PRODUCTIONS INC.  
 KULWAR FILMS INC.  
 KUPER PRODUCTIONS LTD.  
 KVS 2 PRODUCTIONS INC.  
 KVS 3 PRODUCTIONS INC.  
 KVS 4 PRODUCTIONS INC.  
 KVS 5 PRODUCTIONS INC.  
 KVS 6 PRODUCTIONS INC.  
 KVS PRODUCTIONS INC.  
 KVS SPECIAL PRODUCTIONS INC.  
 KYBELE FILMS  
 KYLE MACDONALD DBA CHANNLED LIVES  
**L**  
 L&T PM INC.  
 L23 PRODUCTIONS  
 L2G COMMUNICATIONS II INC.  
 LABRADOR LTD.  
 LACUNA PRODUCTIONS INC.  
 LADIESMAN PRODUCTIONS INC.  
 LANDED EAGLE PRODUCTIONS INC.  
 LANDED ENTERTAINMENTS INCORPORATED  
 LARS PRODUCTIONS INC.  
 LARUE DIGITAL INC.  
 LARUE PRODUCTIONS INC.  
 LASSIE II PRODUCTIONS INC.  
 LASSIE PRODUCTIONS INC.  
 LAST HOUR FILMS INC.  
 LAST ON THIS PLANET PRODUCTION INC.  
 LAUGHING MAN PRODUCTIONS  
 LAURIE TOWNSHEND DBA RIPPLESTONE PRODUCTIONS  
 LAVENDER FILMS INC.  
 LAZ I PRODUCTIONS INC.  
 LAZARUS CHILD PRODUCTIONS INC. (BRUCE HARVEY)

LB (GEN ONE) CANADA INC.  
 LEA MARIN DBA DAY JOB PRODUCTIONS  
 LEADER MEDIA PRODUCTIONS LTD.  
 LEAP YEARS PRODUCTIONS LTD. AND LEAP YEARS PRODUCTIONS LTD.,  
 AS AGENT FOR GS 2001 SNI LP  
 LEATHERSTOCKING PRODUCTIONS INC.  
 LEAVING CLEVELAND INC.  
 LEDA SERENE FILMS  
 LEFT BEHIND WW III PRODUCTIONS INC.  
 LEGACY FILMWORKS LTD.  
 LEGACY FILMWORKS LTD. (ONTARIO)  
 LEILAH & JEN PRODUCTIONS INC.  
 LENTIN ODETTE PRODUCTIONS INC.  
 LEOPARD MUSIC PRODUCTIONS INC.  
 LEOPARD PRODUCTIONS INC.  
 LES STUDIOS MARKO INC.  
 LESLIEVILLE PRODUCTION AND POST INC.  
 LET IT SNOW PRODUCTIONS INC.  
 LETS GET LUNAR PRODUCTIONS  
 LF FILMS CANADA INC.  
 LIE WITH ME PRODUCTIONS INC.  
 LIFE (GEN ONE) CANADA INC.  
 LIFE WITH DEREK II INC.  
 LIFE WITH DEREK III INC.  
 LIFE WITH DEREK INC.  
 LIFE WITH DEREK IV INC.  
 LIFEFORCE ENTERTAINMENT INC.  
 LIFELEARN INC. MACNABB HOUSE  
 LIMITED LEWELLYN PRODUCTION LTD.  
 LIOGRAPHY 2000 PRODUCTION INC.  
 LIPSTICK FILMS INC.  
 LISA CANNON  
 LISTENER ONLINE II INC.  
 LITHIUM FILMS INC.  
 LITHIUM STUDIOS PRODUCTIONS INC.  
 LITTLE ALIEN PRODUCTIONS INC.  
 LITTLE COFFINS FILMS INC.  
 LITTLE HOUSE (VOICE) INC.  
 LITTLE M 5 PRODUCTIONS INC.  
 LITTLE M HOLIDAY PRODUCTIONS INC.  
 LITTLE M PRODUCTIONS (2002) INC.  
 LITTLE M PRODUCTIONS INC.  
 LITTLE MEN FILMS

LITTLE MOSQUE NEW MEDIA II INC.  
 LITTLE MOSQUE NEW MEDIA INC.  
 LITTLE MOSQUE PRODUCTIONS II ONTARIO INC.  
 LITTLE MOSQUE PRODUCTIONS III ONTARIO INC.  
 LITTLE MOSQUE PRODUCTIONS INC.  
 LITTLE MOSQUE PRODUCTIONS IV ONTARIO INC.  
 LITTLE MOSQUE PRODUCTIONS ONTARIO INC.  
 LITTLE MOSQUE PRODUCTIONS V ONTARIO INC.  
 LITTLE MOSQUE PRODUCTIONS VI ONTARIO INC.  
 LITTLE RABBIT INC.  
 LIVE TO AIR PRODUCTIONS INC.  
 LIVELIEST DOGS INC.  
 LIVELIEST INC.  
 LIVELIST DOGS INC.  
 LIVELY PLATES INC.  
 LIZZIE PRODUCTIONS INC.  
 LMR CREATIVE COMMUNICATIONS INC.  
 LOCKHEM PRODUCTIONS INC.  
 LOCKHEM PRODUCTIONS INC.  
 LOCO PRODUCTIONS INC.  
 LOGO 2 PRODUCTIONS INC.  
 LOIS WILSON PRODUCTIONS INC.  
 LONE CONE ENTERPRISES INC.  
 LONE EAGLE ENTERTAINMENT LTD  
 LONE EAGLE ENTERTAINMENT LTD.  
 LONGFELLOW THE FILM INC.  
 LOOK AGAIN MOVIE INC.  
 LOON FILM INC  
 LOT 2B PRODUCTIONS (JOSHEPH MARIN)  
 LOUISIANA PRODUCTIONS LIMITED  
 LOVE BUGS PRODUCTIONS CANADA INC.  
 LOVE BY DESIGN  
 LOVE CHILD PRODUCTIONS INC.  
 LOVE COME DOWN PRODUCTIONS INC.  
 LOVE GURU PRODUCTIONS INC.  
 LOVE HAVE MERCY INC.  
 LOVE ME KNOT PRODUCTIONS  
 LOVE ME PRODUCTIONS INC.  
 LOVE OF A CHILD PRODUCTIONS INC.  
 LOVE THY NEIGHBOUR PRODUCTION  
 LOVESICK MOVIE INC.  
 LUCKY ANDY PRODUCTIONS INC.  
 LUCKY DAY PRODUCTIONS INC.

LUCKY FRIDAY PRODUCTIONS  
 LUCKY GIRL PRODUCTIONS INC.  
 LUCKY SHOT PRODUCTIONS INC.  
 LUCKY XMAS FILMS INC.  
 LULLABY PRODUCTIONS INC.  
 LULO FILMS INC.  
 LUMANITY PRODUCTIONS INC.  
 LUMANITY PRODUCTIONS INC.  
 LUMINA CORPORATE COMMUNICATIONS  
 LUNA PETUNIA SEASON 1 INC.  
 LUPINO PRODUCTIONS INC.  
 LURE PRODUCTIONS LIMITED  
 LWH77 PRODUCTIONS INC.  
 LYNNE KAMM DBA LYNNE KAMM ENTERTAINMENT

## M

M & R IV PRODUCTIONS LTD.  
 M & R STORY PRODUCTIONS LTD.  
 M & R V PRODUCTIONS LTD.  
 M MAN PRODUCTIONS LTD.  
 M.D.F. PRODUCTIONS INC.  
 M6A ENTERPRISES INC.  
 MACBEN PRODUCTIONS INC.  
 MACIDEAS  
 MACKEREL PIE PICTURES INC.  
 MACQUEEN PRODUCTIONS INC.  
 MAD DASH ENTERTAINMENT LIMITED  
 MAD SHIP MANITOBA INC.  
 MAD ZOMBIES FILMS INC.  
 MADDOG PRESS PRODUCTIONS  
 MADE PRODUCTIONS INC.  
 MADE TO LOVE PRODUCTIONS  
 MAGIC FLUTE FILMS INC.  
 MAGIC ROCK PRODUCTIONS  
 MAGICAL GARDEN (WHIZBANG) PRODUCTIONS INC.  
 MAGICAL HORSES INC.  
 MAGI-NATION II PRODUCTIONS INC.  
 MAGI-NATION PRODUCTIONS INC.  
 MAGNUS ECHELON PRODUCTIONS INC.  
 MAJOR CRIME PRODUCTIONS INC.  
 MAKE ME! VIDEO  
 MAKESHIFT PRODUCTIONS  
 MAKING HAIL PRODUCTIONS INC.  
 MAKING WAVES PRODUCTIONS

MALCOLM COBLEY ASSOCIATES LTD.  
 MALCOLM SILVER AND CO. LTD.  
 MALEFIC FILMS INC.  
 MALISEET FURY PICTURES INC.  
 MAMBO FILM PRODUCTIONS INC.  
 MAN IT'S COLD PRODUCTIONS  
 MANEATERS FILMS INC.  
 MANIC ORGANIC PRODUCTIONS INC.  
 MANITOUWABI FILMS LTD.  
 MAPLE CAGE PRODUCTIONS INC.  
 MAPLE SHORTS I PRODUCTIONS INC.  
 MAPMOVIE CANADA INC.  
 MARANO PRODUCTIONS INC.  
 MARBLE MEDIA BB INC.  
 MARBLEMEDIA DEVELOPMENT INC.  
 MARBLEMEDIA NAME IT INC.  
 MARBLEMEDIA SKATOONY CANADA I INC.  
 MARBLEMEDIA SKATOONY II INC.  
 MARCIANO PRODUCTIONS INC.  
 MARCON PICTURES INC.  
 MARCUS RIDEOUT  
 MARIA DOC PRODUCTIONS LTD.  
 MARIA PRODUCTIONS LIMITED  
 MARILEE YORSTON DBA SOOP KITCHEN PRODUCTIONS  
 MARILYN PRODUCTIONS INC.  
 MARION PRODUCTIONS LTD.  
 MARISA DEBARTOLO/GJP ADVERTISING  
 MARK LEROY  
 MARK PEACOCK PER BABY PRODUCTIONS  
 MARQUIS ENTERTAINMENT INC.  
 MARSHVILLE PRODUCTIONS INC.  
 MARTHA PRODUCTIONS INC.  
 MARTIAN WAR PRODUCTIONS INC.  
 MARTINS RIVER INK, INC.  
 MARY CHRISTMAS SERVICES INC.  
 MASSEY/STALMASTER FILMS INC.  
 MATT SADOWSKI DBA SECRET HANDSHAKE FILM  
 MATTER OF FAMILY PRODUCTIONS ALBERTA INC.  
 MATTHEW KLOSKE DBA BUSTOP PRODUCTIONS  
 MATTHEW MATLOVICH DBA REINVENTION PICTURES  
 MAX & SHRED 2 PRODUCTIONS INC.  
 MAX & SHRED PRODUCTIONS INC.  
 MAXIMITE 2 PRODUCTIONS INC.  
 MAXIMITE PRODUCTIONS INC.  
 MAYDAY PRODUCTIONS INC.  
 MAZEKING PICTURES INC.  
 MBV PRODUCTIONS (SEASON I) INC.  
 MBV PRODUCTIONS (SEASON II) INC.  
 MBV PRODUCTIONS INC.  
 MBZ PRODUCTIONS  
 MCBOING PRODUCTIONS II INC  
 MCBOING PRODUCTIONS INC  
 MCMASTER II PRODUCTIONS INC.  
 MCMURDO (CANADA) PRODUCTIONS INC.  
 MD PRODUCTIONS SERVICES LP  
 MEBOSS INC.  
 MEC FAIRY GODMOTHER PRODUCTION LP  
 MEDERIC PRODUCTIONS INC.  
 MEDIA BRAT PRODUCTIONS INC.  
 MEDIA SOLUTIONS INC.  
 MEDIATRIBE INTERACTIVE INC.  
 MEDICINE FISH FILMS INC.  
 MEDIUM RAW FILMS INC.  
 MEET PRINCE CHARMING PRODUCTIONS INC.  
 MEGA BUILDERS II PRODUCTIONS INC.  
 MEGA BUILDERS III PRODUCTIONS INC  
 MEGA BUILDERS IV PRODUCTIONS INC  
 MEGA BUILDERS V PRODUCTIONS INC.  
 MEGA BUILDERS VI PRODUCTIONS INC.  
 MEGA OMAHA FILMS INC.  
 MEGALODON ENTERTAINMENT INC.  
 MEGAWATT  
 MELANCHOLY PICTURES INC.  
 MELANI G. WOOD  
 MELANIE NICHOLLS-KING  
 MELENNY PRODUCTIONS INC./3311716 CANADA INC.  
 MELLANBY ROBERTSON PRODUCTIONS INC.  
 MENTORS III PRODUCTIONS  
 MENTORS IV PRODUCTIONS  
 MENTORS V PRODUCTIONS INC.  
 MERCURY 1 FILM PRODUCTION INC.  
 MERRY IN-LAWS PRODUCTIONS INC.  
 METAJETS PRODUCTIONS INC.  
 METALLIC FILMS INC.  
 METEOR PRODUCTIONS CANADA INC.  
 MG FILMS INC.

MH&S PRODUCTIONS INC.  
 MICHAEL M. SKORIC DBA SUGAR LAKE ENTERTAINMENT  
 MICHAEL THAI NGUYEN DBA PHOENEXUS PICTURES  
 MICHAEL TYRELL DBA UGLY ISLAND PRODUCTIONS  
 MICHAL LAVI  
 MICROTAINMENT PLUS INTERNATIONAL INC.  
 MIDAS EXPLORATION LTD.  
 MIDNIGHT SUN PRODUCTIONS (ONTARIO) INC.  
 MIGHTY BRAVE PRODUCTIONS  
 MIGHTY JUNGLE 2 PRODUCTIONS INC.  
 MIH MANITOBA INC.  
 MIKE MCLAUGHLIN MILAGRO STUDIO 1 INC.  
 MILE ROAD PRODUCTIONS LTD.  
 MILGROM & ASSOCIATES INC.  
 MILLENNIUM CANADIAN PRODUCTIONS EAST LTD.  
 MILLION PRODUCTIONS (MUSE) INC.  
 MILTON'S SECRET PRODUCTIONS INC.  
 MINDS EYE ENTERTAINMENT  
 MINDS EYE PICTURES II INC.  
 MINORITY REPORT TV PRODUCTIONS LIMITED  
 MIO ADILMAN COMMUNICATIONS  
 MIRACLE WORKER PRODUCTIONS LTD.  
 MISCHIEF FILMS J.B. PRODUCTIONS INC.  
 MISS BG 2 PRODUCTIONS INC.  
 MISS BG PRODUCTIONS INC.  
 MISS BG SPECIAL PRODUCTIONS INC  
 MISSING PRODUCTIONS I CORP.  
 MISSING PRODUCTIONS II CORP.  
 MISSING PRODUCTIONS III CORP.  
 MITCHELL BROTHERS PRODUCTIONS LTD.  
 MITEY CINEMA INC.  
 MITHRAS FILMS INC.  
 MIXED BLESSINGS – CYCLE II  
 MIXED BLESSINGS – CYCLE III INC.  
 MIXED BLESSINGS – THE SERIES  
 MIXED BLESSINGS PRODUCTIONS INC.  
 MLM<sub>1</sub> CORP  
 MOBILE ITHENTIC PRODUCTIONS INC.  
 MOBILE ITHENTIC PRODUCTIONS INC.  
 MOBY DICK PRODUCTIONS INC.  
 MODUS OPERANDI 2000 ENTERPRISES INC.  
 MOIR MOVIES ENTERTAINMENT INC.  
 MOLLY FILMS INC.  
 MOLONY PRODUCTIONS INC.  
 MOLSTAR SPORTS AND ENTERTAINMENT  
 MOM'S GOT A DATE PRODUCTIONS  
 MOMENTUM PRODUCTIONS INC.  
 MONDAY REPORT I INC.  
 MONDAY REPORT II INC.  
 MONIKA MERINAT PRODUCTIONS  
 MONKEY WRENCHED PRODUCTIONS INC.  
 MONSTER BY MISTAKE SERIES II INC.  
 MONSTER BY MISTAKE SERIES III PROD. INC.  
 MONSTER BY MISTAKE SERIES INC.  
 MONTANA SKY SERVICES INC.  
 MOODY GHOST PRODUCTIONS INC.  
 MOONDANCE ALEXANDER PRODUCTIONS INC.  
 MOONDOG FILM COMPANY INC.  
 MORAG LOVES ARMAGEDDON INC.  
 MORAG LOVES AWAY INC.  
 MORAG LOVES FORGET IT INC.  
 MORAG LOVES LOVE & SAVAGERY INC.  
 MORE MOVIES ENTERTAINMENT INC.  
 MORE OF ME API INC.  
 MORNING STAR PRODUCTIONS, LTD.  
 MORPHEUS PICTURES  
 MORROW RIDGINAL PRODUCTIONS INCORPORATED  
 MOS FILM PRODUCTIONS INC.  
 MOSAIC ENTERATINMENT LIMITED  
 MOSAIC ENTERTAINMENT INC.  
 MOSAIC MEETINGS AND EVENTS  
 MOSSANEN PRODUCTIONS  
 MOSSANEN PRODUCTIONS AND SOMNAPIX INC.  
 MOTEL JOBRO TOH INC.  
 MOTEL PICTURES INC./TIMSHEL KGM INC.  
 MOTEL PRODUCTIONS INC.  
 MOTHER PRODUCTIONS CORP.  
 MOTHER'S DAY PRODUCTIONS INC.  
 MOTHERS & DAUGHTERS PRODUCTIONS INC.  
 MOTION INTERNATIONAL V INC.  
 MOTION PICTURES TORONTO  
 MOUNT SORREL PRODUCTIONS INC.  
 MOUNTAIN FILMS INC.  
 MOVIE STAR PRODUCTIONS INC.  
 MOVIE VENTURE 4 INC.  
 MOVIE VENTURE 5 INC.



MOVIE VENTURE 6 INC.  
 MOW PRODUCTIONS INC.  
 MPF PRODUCTIONS INC.  
 MR. D PRODUCTIONS LIMITED  
 MR. D S<sub>1</sub> PRODUCTIONS LIMITED  
 MR. D S<sub>1</sub> PRODUCTIONS ONTARIO LIMITED  
 MR. D S<sub>2</sub> PRODUCTIONS LIMITED/MR. D S<sub>2</sub> ONTARIO PRODUCTIONS LTD.  
 MR. D S<sub>3</sub> PRODUCTIONS LIMITED  
 MR. D S<sub>4</sub> ONTARIO PRODUCTIONS LIMITED  
 MR. D S<sub>4</sub> PRODUCTIONS LIMITED  
 MR. D S<sub>5</sub> PRODUCTIONS LIMITED  
 MR. D S<sub>5</sub> ONTARIO PRODUCTIONS LIMITED  
 MR. MAJESTIC PRODUCTIONS LTD.  
 MR. MUSIC PRODUCTIONS LTD.  
 MSI FILMS  
 MSW TELEVISION PRODUCTIONS INC.  
 MTME PRODUCTIONS INC.  
 MTP 2 PRODUCTIONS INC.  
 MTP PRODUCTIONS INC.  
 MTR PRODUCTIONS LIMITED  
 MTR ENTERTAINMENT (BZ5) LTD.  
 MUDDY SPUD PRODUCTIONS/PTV PRODUCTIONS  
 MUDDY WATER PRODUCTIONS INC.  
 MULMER'S HOCKEY MUSICAL INC.  
 MULMER'S ONE WEEK INC.  
 MULMER'S STILL INC.  
 MURDER IN A SMALL TOWN PRODUCTIONS INC.  
 MURDER IN THE FAMILY PRODUCTIONS INC.  
 MURDOCH ONLINE IV INC.  
 MUSE ENTERTAINMENT ENTERPRISES INC.  
 MUSE PICTURES (A)  
 MUSE PICTURES AND GLEN FILMS (A)  
 MUSEUM PRODUCTIONS LTD.  
 MUSIC TEACHER PRODUCTIONS INC.  
 MUSKOKA COTTAGE FILMS INC.  
 MUSKOKA FILMS WORKS INC.  
 MUTANT X PRODUCTIONS II LIMITED  
 MUTANT X PRODUCTIONS III LIMITED  
 MUTANT X PRODUCTIONS LTD.  
 MUTT PRODUCTIONS INC.  
 MVL INCREDIBLE PRODUCTIONS CANADA INC.  
 MWB I PRODUCTIONS INC. & MWB MANITOBA  
 MY BELLE PICTURES INC.  
 MY EYE LTD.  
 MY GREEN HOUSE THE SERIES LTD.  
 MY HISTORY PRODUCTIONS INC.  
 MY OWN COUNTRY PRODUCTIONS LTD.  
 MYSTERY WHEEL PRODUCTIONS INC.  
 MYTHIC PRODUCTIONS INC.  
 MYTHIC PRODUCTIONS INC.  
 MYTHQUEST PRODUCTIONS ALBERTA INC.  
 MZTV PRODUCTIONS AND DISTRIBUTION  
 MZTV RUMOURS 1 INC.  
**N**  
 N.B. CHRISTMAS PRODUCTIONS (MUSE) INC.  
 NAARDFILM INC.  
 NAKED CITY PRODUCTIONS INC.  
 NAKED FURY PRODUCTIONS INC.  
 NAKED PIPER FILMS INC.  
 NAN'S TAXI INC./CHARLES BISHOP PRODUCTIONS  
 NANOBOT PRODUCTIONS INC.  
 NAOMI MEDIA INC.  
 NAPKIN MAN 2 PRODUCTIONS INC.  
 NAPKIN MAN PRODUCTIONS INC.  
 NARC FILMS INC.  
 NARROW EDGE PRODUCTIONS INC.  
 NARROW PATH PRODUCTIONS INC.  
 NATASHA FILMS INC.  
 NATCAT PRODUCTIONS INC.  
 NATION BUILDING PRODUCTIONS INC.  
 NATURE'S BEAST PRODUCTIONS INC.  
 NB MOVIE INC.  
 NB MOVIES 2 INC.  
 NB MOVIES 3 INC.  
 NB THRILLING FILMS 2 INC.  
 NB THRILLING FILMS 3 INC.  
 NB THRILLING FILMS 4 INC.  
 NB THRILLING FILMS 5 INC.  
 NB THRILLING FILMS 6 INC.  
 NB THRILLING FILMS 7 INC.  
 NB THRILLING FILMS INC.  
 NBTT NORTH INC.  
 NEAR-MISS PRODUCTIONS INC.  
 NELVANA LTD.  
 NEOPHYTE PRODUCTIONS  
 NEOPHYTE PRODUCTIONS INC.

NEPANTLA FILMS INC.  
 NERDLAND INC.  
 NETHERWOOD FILM PRODUCTIONS INC.  
 NEVER FORGET FILMS INC.  
 NEVER TIME PRODUCTIONS LTD.  
 NEW ENGLAND PRODUCTIONS LIMITED  
 NEW NORTH PRODUCTIONS INC.  
 NEW REAL FILMS INC. .  
 NEWSPRINT PRODUCTIONS INC.  
 NEWSWORTHY PRODUCTIONS INC  
 NEXT DOOR PRODUCTIONS (MUSE) INC.  
 NEXUS PRODUCTIONS INC.  
 NF (MAYDAY 4) INC.  
 NIAGARA PRODUCTIONS (MUSE) INC. AND MOTEL PRODUCTIONS (MANITOBA)  
 NICE DOGGIE FILMS ALBERTA INC.  
 NICEY NICE (COPPERHEART) PRODUCTIONS INC.  
 NICHOLAS BUTLER ( O/A 8 O'CLOCK FILMS)  
 NICKEL MEDIA INCORPORATED  
 NICOLE CROZIER DBA NSQUARED PRODUCTIONS  
 NICOLE CROZIER DBA SUNDOWNER MEDIA  
 NIGHT CRIES INC.  
 NIGHTVISION FILMS  
 NIKITA FILMS  
 NIKITA FILMS  
 NIKKO PRODUCTIONS  
 NINE TIMES PRODUCTIONS INC.  
 NITE FALL STUDIOS INC.  
 NMBC 2 PRODUCTIONS INC.  
 NMBC PRODUCTIONS INC.  
 NO CATTLE PRODUCTIONS INC  
 NO NET PRODUCTIONS LTD.  
 NO STRANGER FILM INC.  
 NO. 248 LP  
 NODAL POINT PRODUCTIONS  
 NOMADIC PICTURES  
 NORA HN PRODUCTIONS INC.  
 NOREEN YOUNG PRODUCTIONS  
 NORFLICKS PRODUCTIONS LTD.  
 NORTH CENTRAL FILMS II INC.  
 NORTH CENTRAL FILMS III INC.  
 NORTH CENTRAL FILMS INC.  
 NORTH CENTRAL FILMS IV  
 NORTH/SOUTH PRODUCTIONS LIMITED  
 NORTHEAST FILMS INC.  
 NORTHERN HIT PRODUCTIONS INC.  
 NORTHERN LIMOUSINE PRODUCTIONS INC.  
 NORTHPORT FILM PRODUCTIONS I LTD.  
 NORTHPORT FILM PRODUCTIONS III LTD.  
 NORTHPORT FILM PRODUCTIONS IV LTD.  
 NORTHQUAKE PRODUCTIONS INC.  
 NOT A REAL COMPANY 2 PRODUCTIONS INC.  
 NOT A REAL COMPANY PRODUCTIONS INC.  
 NOT ALONE FILMS INC. NOT PRODUCTIONS INC.  
 NOT READY PRODUCTIONS INC.  
 NOTE OF LOVE PRODUCTIONS (MUSE) INC.  
 NOTHING INC.  
 NOTHING REALLY MATTERS INC.  
 NOVA MOTION PICTURES LTD.  
 NOVEMBER PRODUCTIONS INC.  
 NOW YOU KNOW PRODUCTIONS INC.  
 NPC PRODUCTIONS (MUSE) INC.  
 NPC2 PRODUCTIONS (MUSE) INC.  
 NR2 PRODUCTIONS INC.  
 NR3 PRODUCTIONS INC.  
 NTM III PRODUCTIONS INC.  
 NTM IV PRODUCTIONS INC.  
 NTM PRODUCTIONS INC.  
 NTM V PRODUCTIONS INC.  
 NUMBER NINE (MB) PRODUCTIONS INC.  
 NUMERO UNO PRODUCTIONS LTD.  
 NUNCHUCKS (PILOT) INC.  
 NUTCRACKER PRODUCTIONS INC  
 NW PRODUCTION SERVICES INC.  
 NY MINUTE FILMS, INC.  
 NYLON PRODUCTIONS LTD.  
**O**  
 O & E PRODUCTIONS LTD.  
 OAP 2 PRODUCTIONS INC.  
 OAP PRODUCTIONS INC.  
 OBITZ PRODUCTIONS INC.  
 OBSRD PRODUCTIONS  
 OCEAN ENTERTAINMENT LTD.  
 OCNUS PRODUCTIONS  
 OCP PRODUCTIONS LTD.  
 OCTOBER CRISIS PRODUCTIONS INC.  
 OCTOBER GALE INC.

ODDBOD PRODUCTIONS INC.  
 ODESSA 13 PRODUCTIONS INC.  
 OFF ROAD FILMS INC.  
 OFF THE LEASH CREATIVE LTD.  
 OFFICER M FILMS INC.  
 OFT PRODUCTIONS (API) INC.  
 OLD BULL/YOUNG BULL PRODUCTIONS INC.  
 OLD STOCK PRODUCTIONS INC.  
 OLIVER SHERMAN PRODUCTIONS INC.  
 OLIVER'S ARROW FILMS, INC.  
 OLIVER'S ARROW FILMS, INC.  
 OMNIFILM ENTERTAINMENT LTD. [OMNI FILM PRODUCTIONS LTD.]  
 ON A FIRST NAME BASIS INC.  
 ON THE L LTD.  
 ONCE BITTEN FILMS INC.  
 ONE CHILD PRODUCTIONS INC.  
 ONE DIVINE VISION INC.  
 ONE DROP PRODUCTIONS INC.  
 ONE OCEAN INTERACTIVE INC.  
 ONE PLUS ONE FILMS INC.  
 ONLY IN NEW YORK PRODUCTIONS INC.  
 OONGA LA GOONGA INC. & ELECTRIC TRAIN PRODUCTIONS LTD.  
 OP BEACH PRODUCTIONS INC.  
 OP BEAR PRODUCTIONS INC.  
 OP CHRISTMAS HOPE PRODUCTIONS INC.  
 OP DEVELOPMENT INC.  
 OP DIGITAL INC.  
 OP MYSTERIES INC.  
 OP MYSTERIES INC./SHAFTESBURY MYSTERIES VI INC  
 OP STONES INC.  
 OP SUN INC.  
 OP VOGUE INC.  
 OPEN BOOK III PRODUCTIONS INCORPORATED  
 OPEN RANGE PRODUCTIONS INC.  
 OPHELIA PRODUCTIONS (ONTARIO) INC.  
 OPOLO PICTURES INC.  
 OPPOSITION PRODUCTIONS INC.  
 OPTIMUM PRODUCTIONS, A DIV. OF 175466 CANADA LIMITED  
 ORBI XXI PRODUCTIONS INC.  
 ORBIT 1 PRODUCTIONS INC.  
 ORCA PRODUCTIONS INC.  
 ORGANIC PICTURES LTD.  
 ORIGINAL KIN INC.

ORPHAN BLACK II PRODUCTIONS LIMITED  
 ORPHAN BLACK III PRODUCTIONS LIMITED  
 ORPHAN BLACK IV PRODUCTIONS LIMITED  
 ORPHAN BLACK PRODUCTIONS INC.  
 OSAKA GANSTERWERK FILMS INC.  
 OTHELLO FILM PRODUCTION INC.  
 OTHER ME PRODUCTIONS INC.  
 OTHER WOMAN PRODUCTIONS INC.  
 OUR FATHERS PRODUCTIONS INC.  
 OUROBOROS 2 PRODUCTIONS, LLC  
 OUTLOOK COMMUNICATIONS INC.  
 OUTRAGE PRODUCTIONS INC.  
 OUTSIDE EDGE PRODUCTIONS (LISA BAYLIN)  
 OVERBERRY FILMS INC.  
 OWEN BURGESS PRODUCTIONS OWL/SDA PRODUCTIONS INC.  
 OZ MEDIA GROUP

## P

P CUBED INC.  
 P FALLS II PRODUCTIONS INC.  
 P FALLS III PRODUCTIONS INC.  
 P.W.K PRODUCTIONS INC.  
 P.W.K. PRODUCTIONS INC.  
 P2 PRODUCTIONS CANADA INC.  
 P3 CANADA INC.  
 PACIFIER PRODUCTIONS LTD.  
 PADDLEWHEEL PRODUCTIONS INC.  
 PAIEMENT CONSULTANTS INC.  
 PAN FILMS  
 PAPA ALPHA PRODUCTIONS INC.  
 PAPAGENO PRODUCTIONS INC.  
 PAPERCLIP PRODUCTIONS INC.  
 PARADIGM PICTURES CORP.  
 PARADISE FALLS PRODUCTIONS INC.  
 PARAGON ENTERTAINMENT CORP.  
 PARAGON PRODUCTIONS (CONJURERS) INC.  
 PARAGON PRODUCTIONS (DINNER) INC.  
 PARAGON PRODUCTIONS (ILLUSIONS) INC.  
 PARAGON PRODUCTIONS (THE WRONG GUY) INC.  
 PARANOID PICTURES INC.  
 PARKDALE PRODUCTIONS/WIZBANG ENTERTAINMENT  
 PAROLE PRODUCTIONS INC.  
 PARTICULAR PICTURES  
 PARTNERS IN PERFORMANCE

PASQUALE MARCO VELTRI  
 PASSAGE FILMS INC.  
 PASSCHENDAELE FILMS INC.  
 PATRICK HAGARTY DBA TORCH-HEAD ONE INC.  
 PAUL CORMIER COMMUNICATIONS  
 PAUL SCHERZER  
 PAULA FLECK  
 PAULA SALVADOR PRODUCTIONS  
 PAY RAISE INC.  
 PEBBLEHUT BUNNY SERVICES INC.  
 PEBBLEHUT CAMELOT SERVICES INC.  
 PEBBLEHUT DOC INC  
 PEBBLEHUT DOC IV INC.  
 PEBBLEHUT DOC SERIES INC.  
 PEBBLEHUT EVENSONG SERVICES INC. AS AGENT FOR GS HALLMARK LP  
 PEBBLEHUT F.B. EYE INC.  
 PEBBLEHUT F.B. EYE INC. – SEASON III  
 PEBBLEHUT HEARTS SERVICES INC.  
 PEBBLEHUT JUDGE SERVICES INC.  
 PEBBLEHUT LET HER GO SERVICES INC.  
 PEBBLEHUT LIFETIME INC.  
 PEBBLEHUT LIP SERVICE INC.  
 PEBBLEHUT LOVE SERVICES INC.  
 PEBBLEHUT MAPLEWOOD SERVICES INC. AND PEBBLEHUT  
 MAPLEWOOD SERVICES INC. AS AGENTS FOR GS JEOPARDY  
 PEBBLEHUT MF SERVICES INC.  
 PEBBLEHUT MISTLETOE SERVICES INC.  
 PEBBLEHUT MONKEES INC.  
 PEBBLEHUT NERO SERVICES INC.  
 PEBBLEHUT OLIVIA SERVICES INC.  
 PEBBLEHUT PREY SERVICES INC.  
 PEBBLEHUT RGP SERVICES INC. AND PEBBLEHUT RGP SERVICES INC.  
 AS AGENTS FOR SENTINEL HILL NO. 186 LP  
 PEBBLEHUT RIVALS INC.  
 PEBBLEHUT ROUGH AIR SERVICES INC.  
 PEBBLEHUT SOPHIA SERVICES INC.  
 PEBBLEHUT SPENSER SERVICES INC.  
 PEBBLEHUT SUBMARINESERVICES INC.  
 PEBBLEHUT THRILL SERVICES INC.  
 PEEL WEIGHT PRODUCTIONS INC.  
 PEEP 2 PRODUCTIONS INC.  
 PEEP 3 PRODUCTIONS INC.  
 PEEP 4 PRODUCTIONS INC.  
 PEEP 5 PRODUCTIONS INC.  
 PEEPIING TOM FILMS INC.  
 PEG + CAT 2 PRODUCTIONS INC.  
 PEG + CAT PRODUCTIONS INC.  
 PEN PALS PRODUCTIONS INC.  
 PENITENT PICTURES INC.  
 PENNY LOAFER PRODUCTIONS INC.  
 PENTAGON PRODUCTIONS INC.  
 PENTHOUSE NORTH PRODUCTIONS INC.  
 PEOPLE GARDEN FILMS INC.  
 PERCEPTION MEDIA  
 PERCOLATOR PICTURES INC.  
 PERENNIAL PRODUCTIONS INC.  
 PERFECT MAN FILMS INC.  
 PERFECT PRODUCTIONS INC.  
 PERFECT STORMS TELEVISION PRODUCTIONS INC.  
 PERFECT STRANGERS PRODUCTIONS INC.  
 PERSUASION PRODUCTIONS INC.  
 PET PHARM PICTURES INC.  
 PET PROJECT PRODUCTIONS INC. (DALE BURSHEIN)  
 PET SPECTACULAR PRODUCTIONS INC.  
 PETER HUANG  
 PETER LOCKYER  
 PETER PASYK DBA FINAL VIEW PRODUCTIONS  
 PETERSBURG FILMS  
 PETE'S CHRISTMAS PRODUCTIONS INC.  
 PF FILMS INC  
 PHANTOM OF THE MEGAPLEX PRODUCTIONS LTD.  
 PHANTOM PUNCH NO. 1 PRODUCTIONS INC.  
 PHASE ONE MOVIE LTD.  
 PHIL THE ALIEN INC.  
 PHILIP MONIZ  
 PHILLIP BARKER DBA DREDGER FILMS  
 PHILLIP BARKER INC.  
 PHUNKEE ZEE I LIMITED  
 PICKING UP (VOICE) INC.  
 PICNICFILMS EAST INC.  
 PICOSPHERE INC.  
 PIJINKAMRA PRODUCTIONS INC.  
 PIKA PRODUCTIONS INC.  
 PIN FILMS INC.  
 PINE SPRING PRODUCTIONS INC.  
 PINWOOD FILMS INC

PINK PICTURES INC.  
 PJMASKS PRODUCTIONS INC.  
 PLAIN TRUTH PRODUCTIONS (MUSE) INC.  
 PLATINUM IMAGE FILM  
 PLATINUM TELEVISION PRODUCTIONS INC.  
 PLAYING HOUSE PRODUCTIONS INC.  
 PLAYLET PRODUCTIONS INC.  
 PLAYMAKER FILMS INC.  
 PMA BIOGRAPHIES INC.  
 PMA DOCUMENTARIES INC.  
 PMA SCIENCES INC.  
 PMD PRODUCTIONS INC.  
 POCKET PAIR PRODUCTIONS  
 POE FILMS, A DIV. OF HANNAH RACHEL PRODUCTION SERVICES LIMITED  
 POINT 45 PRODUCTIONS CANADA INC.  
 POKER NIGHT FILMS INC.  
 POKO III PRODUCTIONS INCORPORATED  
 POLITICAL PRODUCTIONS LTD.  
 POOKA PRODUCTIONS LTD.  
 POP IT PRODUCTIONS 2 INC.  
 POPCULTURED PRODUCTIONS INC.  
 POPE PRODUCTIONS INC.  
 POPE PRODUCTIONS LTD.  
 POPULAR HISTORY COMPANY INC.  
 POPULATION ZERO PRODUCTIONS INC.  
 PORT HOPE PILOT PRODUCTIONS INC.  
 PORTAL FILMS, A DIV. OF HAN.-RACH. PR. SRV. LTD.  
 PORTFOLIO ENTERTAINMENT INC.  
 POSSESSED PRODUCTIONS LTD.  
 POSSESSION PRODUCTIONS LTD.  
 POSSIBLES MEDIA II INC.  
 POSSUM LODGE PRODUCTIONS INC.  
 POST NO BILLS PRODUCTIONS LTD.  
 POSTCARDS FB INC.  
 POWER PICTURES CORPORATION  
 POWER PICTURES PRODUCTIONS INC.  
 PRAIRIE DOG PRODUCTIONS  
 PRAIRIE PANTS PRODUCTIONS INC.  
 PRAIRIE PANTS PRODUCTIONS III INC  
 PRAIRIE PANTS PRODUCTIONS INC.  
 PRAIRIE PANTS PRODUCTIONS IV INC.  
 PRAIRIE PANTS PRODUCTIONS V INC.  
 PRAIRIE PANTS PRODUCTIONS VI INC.

PRECIOUS SNOWFLAKE PRODUCTIONS INC.  
 PREMIERE MOTION PICTURE CORPORATION  
 PRESSURE COOKER PRODUCTIONS 1 INC.  
 PRETTYFEET PRODUCTIONS LTD.  
 PREY FILM PRODUCTION API INC.  
 PRIDE OF LIONS FILM INC.  
 PRIMAL SCREAM PRODUCTIONS INC.  
 PRINCESSA PRODUCTIONS LTD.  
 PRINCESSA PRODUCTIONS LTD.  
 PRISMA SOUND  
 PRISONER X PRODUCTIONS INC.  
 PRIVATEER PRODUCTIONS II INC.  
 PRIVATEER PRODUCTIONS INC.  
 PRIVET PICTURES INC.  
 PRO NAT XII INC.  
 PRODUCERS' CHOICE (RECORDING STUDIO)  
 PRODUCTION TRIFFIE AND  
 52271 NEWFOUNDLAND AND LABRADOR LTD.  
 PRODUCTIONS GUY L'ECUYER INC.  
 PRODUCTIONS INC.  
 PRODUCTIONS INC.  
 PRODUCTIONS INC.  
 PRODUCTIONS INTERFACE INC.  
 PROFILER PRODUCTIONS CORP  
 PROFOUND PRODUCTIONS INC.  
 PROM QUEEN INC.  
 PROSPERO PICTURES  
 PROTIVI, A DIV. OF ROBERT HALF CANADA INC.  
 PROTOCOL (BREWERY) PRODUCTIONS INC.  
 PROTOCOL (NEW GIRL) PRODUCTIONS  
 PROTOCOL (TRAIN 2) PRODUCTIONS INC.  
 PROTOCOL (TRAIN 3) PRODUCTIONS INC.  
 PROTOCOL (TRAIN) PRODUCTIONS INC.  
 PROTOCOL BEAT PRODUCTIONS INC.  
 PROTOCOL ENTERTAINMENT INC.  
 PROTOCOL ETERNITY PRODUCTIONS INC.  
 PROTOCOL GB PRODUCTIONS INC.  
 PTG PRODUCTIONS ONTARIO INC.  
 PTOWN PRODUCTIONS INC.  
 PTV PRODUCTIONS INC.  
 PUBLIC SERVICE SHORT FILM INC.  
 PUBLIC SERVICES SHORT FILM INC.  
 PUBLICITE LES ENFANTS INC.

PUCK HOGS PRODUCTIONS INC.

PULLING FOCUS PICTURES INC.

PUNANI PRODUCTIONS INC.

PUNCHY CLOWN FILMS INC

PURPOSE FILM PRODUCTIONS INC.

PUSHING UP DAISIES PICTURES INC.

PUSHMOWER PICTURES INC./LAST CALL PRODUCTION (2038430 ONTARIO IN&amp;AZZBERRY PRODUCTIONS INC.

PYOTR495 PRODUCTIONS INC.

**Q**

QAF II PRODUCTIONS LTD.

QAF IV PRODUCTIONS LIMITED

QAF PRODUCTIONS III LTD.

QAF PRODUCTIONS LTD. AS AGENT FOR SENTINEL HILL #110 LP

QAF V PRODUCTIONS LIMITED

QUARTERLIFE CRISIS PRODUCTIONS INC.

QUEEN LIGHT PRODUCTIONS INC.

QUEEN OF SHEBA INC.

QUEEN OF SHEBA PRODUCTIONS INC.

QUEST FOR THE SEA INC.

QUINTINA PRODUCTIONS (1991) INC.

QUINTS PRODUCTIONS LTD.

QUIZMASTER PRODUCTIONS INC.

QVF 2007 PRODUCTIONS INC.

QVF FAIRFIELD PRODUCTIONS INC.

QVF PRODUCTIONS (2009) INC.

**R**

R2 PRODUCTIONS CANADA INC.

RABBIT FALL FILMS, SERIES 2 INC.

RABBIT PRODUCTIONS INC.

RACER DOGS (CANADA) PRODUCTIONS INC.

RADICAL DREAMER PICTURES INC.

RADICAL SHEEP (HANDS) INC.

RADICAL SHEEP PRODUCTIONS INC.

RADICAL SHEEP PRODUCTIONS INC.

RAE TV INC.

RAEKWON PRODUCTION LTD. RAG-TV INC.

RAG-TV-2 INC.

RAG-TV-3 INC.

RAISE THE BARRE FILMS INC.

RAISING VALHALLA INC.

RAMACO MEDIA 1 INC.

RANCH PRODUCTIONS INC.

RANDOM FACTORY PRODUCERS GROUP INC.

RANDY SUTTER

RANSOM PRIDE ALBERTA PRODUCTIONS INC.

RAVEN MEDIA LTD.

RAVENS CALL INC.

RAY WONG DBA RICE AND BEANS MEDIA

RAYTOWN PRODUCTIONS LTD.

REAZZBERRY PRODUCTIONS INC.

RB47 ENTERTAINMENT INC.

R-CARO PRODUCTIONS LTD.

RCJ ONTARIO INC.

REAL BLONDE PRODUCTIONS LP

REAL HEAVEN FILMS LTD.

REAL MEN PRODUCTION INC.

REAL TO REEL PRODUCTIONS INC.

REALLY BIG BUG MOVIES LTD.

REALLY ME PRODUCTIONS (SEASON II) INC.

REALLY ME PRODUCTIONS INC.

REALTOR FILMS INC.

REASONABLE DOUBT PRODUCTIONS MB INC.

REBECCA DAVEY DBA BT/BEAVER THEATRE PRODUCTIONS

REBOT FILMS INC.

REBOUND PRODUCTIONS LTD.

RECHNA VARNA PRODUCTIONS

RECIPE PRODUCTIONS (MUSE) INC.

RECKONING PRODUCTIONS INC.

RED APPLE ENTERTAINMENT

RED BANDIT PRODUCTIONS

RED DOOR FILMS

RED GREEN PRODUCTIONS V INC.

RED GREEN PRODUCTIONS V INC.

RED GREEN PRODUCTIONS VI INC.

RED GREEN PRODUCTIONS VII INC.

RED GREEN PRODUCTIONS X INC.

RED GREEN PRODUCTIONS XI INC.

RED GREEN PRODUCTIONS XII INC.

RED GREEN PRODUCTIONS XIII INC

RED GREEN PRODUCTIONS XIV INC.

RED GREEN PRODUCTIONS XV INC.

RED PLUSH FILMS INC./THE FEATURE FILM PROJECT

RED ROCK PICTURES

RED ROOM 2 PRODUCTIONS INC.

RED SNEAKERS MEDIA

RED SNEAKERS MEDIA INC.

RED VIOLIN PRODUCTIONS LTD.  
 REDCAP PRODUCTIONS INC.  
 REDEMPTION ALBERTA INC.  
 REEF DOG PRODUCTIONS (VOICE) LTD.  
 REEL DEAL GUYS ENTERTAINMENT INC.  
 REEL FILM PICTURES INC.  
 REEL ONE FILMS  
 REEL ONE FILMS 2 INC.  
 REEL ONE FILMS 3 INC.  
 REEL ONE FILMS 4 INC.  
 REEL ONE FILMS 5 INC.  
 REEL ONE FILMS 6 INC.  
 REEL ONE FILMS 7 INC.  
 REEL ONE FILMS 8 INC.  
 REEL RICH PRODUCTIONS INC.  
 REGINA MOTION PICTURE, VIDEO & SOUND LTD.  
 REGRESSION CANADA INC.  
 REIGN II PRODUCTIONS INC.  
 REIGN III PRODUCTIONS INC.  
 REIGN PRODUCTIONS INC.  
 REKALL PRODUCTIONS LTD.  
 REMEDY SEASON ONE INC.  
 REMEDY SEASON TWO INC.  
 REMEMBER PRODUCTIONS INC.  
 RENEGADE PRESS PRODUCTIONS III INC.  
 RENEGADE PRESS PRODUCTIONS IV INC.  
 REPLAY ENTERTAINMENT AND PRODUCTION SERVICES INC.  
 REPLAY ENTERTAINMENT AND PRODUCTION SERVICES INC.  
 REPO OPERA PRODUCTIONS CANADA INC.  
 REPUBLIC SEASON 1 INC.  
 REPUBLIC SEASON 2 INC.  
 REPUBLIC SEASON 3 INC.  
 REPUBLIC SEASON 4 INC./MALACHY SEASON 4 INC.  
 REPUBLIC SEASON 5 INC./ MALACHY SEASON 5 INC.  
 RESCUED HORSE CHRISTMAS INC.  
 RESCUED HORSE PRODUCTIONS INC.  
 RESCUED HORSE SEASON EIGHT INC.  
 RESCUED HORSE SEASON FIVE INC.  
 RESCUED HORSE SEASON FOUR INC.  
 RESCUED HORSE SEASON NINE INC.  
 RESCUED HORSE SEASON ONE INC.  
 RESCUED HORSE SEASON SEVEN INC.  
 RESCUED HORSE SEASON SIX INC.  
 RESCUED HORSE SEASON THREE INC.  
 RESCUED HORSE SEASON TWO INC.  
 RESCUERS PRODUCTION  
 RESOLUTE FILMS AND ENTERTAINMENT RETAIL  
 REUNION PATRIOT PRODUCTIONS INC.  
 REUNION PRODUCTIONS (1440168 ONTARIO LTD.)  
 REVOLUTION ERIE PRODUCTIONS LTD.  
 REVOLUTION LEAF PRODUCTIONS LTD.  
 REZ PRODUCTIONS (1997) INC.  
 REZOLUTION PICTURES (MOHAWK GIRLS) INC.  
 REZOLUTION PRODUCTIONS INC.  
 RHI PRODUCTIONS LIMITED  
 RHODE ISLAND PRODUCTIONS LTD.  
 RHOMBUS HYENA INC.  
 RHOMBUS MEDIA (ANTIVIRAL) INC.  
 RHOMBUS MEDIA (BLINDNESS) INC.  
 RHOMBUS MEDIA (ENEMY) INC.  
 RHOMBUS MEDIA (SKIN) INC.  
 RHOMBUS MEDIA (SMELLY FISH) INC.  
 RHOMBUS MEDIA (ZOOM) INC.  
 RHOMBUS MEDIA INC.  
 RHOMBUS MEDIA INC.  
 RHOMBUS MEDIA INC.  
 RICHMOND STREET FILMS II INC.  
 RICHMOND STREET FILMS INC.  
 RICK MERCER REPORT IV INC.  
 RICK MERCER REPORT IX INC.  
 RICK MERCER REPORT V INC.  
 RICK MERCER REPORT VI INC.  
 RICK MERCER REPORT VII INC.  
 RICK MERCER REPORT VIII INC.  
 RICK MERCER REPORT X INC.  
 RICK MERCER REPORT XI INC.  
 RICK MERCER REPORT XII INC.  
 RICK MERCER REPORT XIII INC.  
 RICKSHAW FILMS LIMITED / POOR MAN'S PRODUCTIONS LTD.  
 RIDONCULOUS RACE PRODUCTIONS INC.  
 RIFTWORLD PRODUCTIONS INCORPORATED  
 RIGHT HAND MAN FILMS INC.  
 RINK RAT PRODUCTIONS INC.  
 RIPPED CANADA LTD.  
 RIPPING FRIENDS PRODUCTIONS INC.  
 RISING TIDE PICTURES INC.

RITCHIE FILMS INC.  
 RIVERAIN PRODUCTIONS LTD.  
 RIVERCROSS RANCH SEASON ONE INC.  
 RIVERS INC.  
 RIVERWOD PRODUCTIONS INC. RL (GEN ONE) CANADA INC.  
 RLH ANGEL PRODUCTIONS INC.  
 R-MAN PRODUCTIONS INC.  
 ROAD CHILD FILMS INC.  
 ROADHOUSE PRODUCTIONS  
 ROADHOUSE PRODUCTIONS (GUN FOR HIRE [TORONTO]) INC.  
 ROADHOUSE PRODUCTIONS/BEI TRUE ROMANCE  
 ROBERT'S LOUNGE GANG PRODUCTIONS INC.  
 ROBOROACH PRODUCTIONS I INC.  
 ROCAN PRODUCTIONS LTD.  
 ROCK AND GOLD PRODUCTIONS INC.  
 ROCKABYE PICTURES INC.  
 ROCKET MONKEYS 2 PRODUCTIONS INC.  
 ROCKET MONKEYS PRODUCTIONS INC.  
 ROCKET MONKEYS SPECIAL PRODUCTIONS INC.  
 ROCKINGHAM PRODUCTIONS LTD.  
 ROCKWOOD PICTURES INC.  
 ROCKY ROAD PICTURES INC.  
 ROCKY VIOLA PRODUCTIONS INC.  
 ROL PRODUCTIONS INC.  
 ROLLERTOWN MOVIE INC.  
 ROMA EAST ANIMATION INC.  
 ROOKIE BLUE FIVE INC.  
 ROOKIE BLUE FOUR INC.  
 ROOKIE BLUE THREE INC.  
 ROOKIE BLUE TWO INC.  
 ROOM PRODUCTIONS INC.  
 ROONEY PRODUCTIONS  
 ROUGH CUT PICTURES INC.  
 ROUGHING IT LTD.  
 ROXANA PRODUCTIONS INC.  
 ROXY HUNTER 3 & 4 PRODUCTIONS INC.  
 RPC-2 PRODUCTIONS LTD.  
 RS DEVERELL PRODUCTIONS  
 RSPI-TMP LTD.  
 RSPL-THL LTD.  
 RTC PRODUCTIONS INC.  
 RUBY LINE PRODUCTIONS INC.  
 RUBY WIDOWS PRODUCTIONS LTD. AND RUBY WIDOWS

PRODUCTIONS LTD. AS AGENTS FOR SENTINEL HILL NO. 99 LP  
 RUFFMAN PRODUCTIONS INC.  
 RULE BREAKER FILMS INC.  
 RUMINANT PICTURES INC.  
 RUN ROBOT RUN PROD. INC.  
 RUN, RUN, RUN, INC.  
 RUNNING MATES PRODUCTIONS INC.  
 RUPTURE PRODUCTIONS INC.  
 RUSSELL FILMS INC.  
 RUST PRODUCTIONS INC.  
 RV CAMPING PRODUCTIONS LTD.  
**S**  
 S & S EXECUTIVE SERVICES INC.  
 S&S PRODUCTIONS INC.  
 S.V. MYSTERY MOVIES (MARRY ME) INC.  
 S.V. SCARY FILMS 2 INC.  
 S.V. SCARY FILMS 3 INC.  
 S.V. SCARY FILMS 4 INC.  
 S.V. SCARY FILMS 6 INC.  
 S.V. SCARY FILMS INC.  
 S.V. THRILLING MOVIES 2 INC.  
 SAATCHI & SAATCHI ADVERTISING  
 SACRED BALANCE PRODUCTIONS INC.  
 SACRIFICIAL LAMB PRODUCTIONS INC.  
 SAGIA PRODUCTIONS INC.  
 SAK CHIPMUNK PRODUCTIONS INC.  
 SALEM PRODUCTIONS API INC.  
 SALTER STREET FILMS LTD.  
 SAM FILMS INC.  
 SAM HALL  
 SAM MEDIA LIMITED  
 SAME PAGE PRODUCTIONS INC.  
 SAMMAT ENTERTAINMENT INC.  
 SANDWICH PRODUCTIONS INC.  
 SANDY BOTTOM ORCHESTRA PRODUCTION LTD.  
 SANTA BABY 2 PRODUCTIONS INC.  
 SARAH J GIGNAC  
 SARAH KOLASKY DBA GIRL BOY PRODUCTIONS  
 SARITHA ROBERTS DBA RITHASAR PRODUCTIONS  
 SARRAZIN COUTURE (TERRY) PRODUCTIONS INC.  
 SAVING GOD PRODUCTIONS INC.  
 SAVING GRACE PRODUCTIONS INC.  
 SAVING HOPE I PRODUCTIONS INC.



SAW II PRODUCTIONS CANADA INC.  
 SAW III PRODUCTIONS CANADA INC.  
 SAW III PRODUCTIONS CANADA INC./"REPRO OPERA"  
 SAW IV PRODUCTIONS CANADA INC.  
 SAW V PRODUCTIONS CANADA INC.  
 SAW VI PRODUCTIONS CANADA INC.  
 SAW VII PRODUCTIONS CANADA INC.  
 SAY WHEN PRODUCTIONS INC.  
 SBT FILMS INC.  
 SC NEXT COMEDY LEGEND INC.  
 SC PRODUCTIONS ONT INC.  
 SCAR PRODUCTIONS LTD.  
 SCARECROW PRODUCTIONS INC.  
 SCHITT'S CREEK 3 INC.  
 SCHLEPPING NACHOS PRODUCTIONS I  
 SCL-SOURCEQUEST COMMUNICATIONS  
 SCOT PICTURES INC.  
 SCOTT PILGRIM PRODUCTIONS INC.  
 SCREAM CLOCK PRODUCTIONS INC.  
 SCREAMERS PRODUCTIONS INC.  
 SCREEN DOOR (MVP) PRODUCTIONS INC.  
 SCREEN DOOR INC.  
 SCREENLIFE INC.  
 SCREENVENTURES XVII PRODUCTIONS LTD.  
 SCREENVENTURES XXI PRODUCTIONS LTD.  
 SCREENVENTURES XXXIV PRODUCTIONS LTD.  
 SCREENVENTURES XXXVII PRODUCTIONS LTD.  
 SCYTHIA FILMS INC.  
 SEA WOLF PRODUCTIONS INC.  
 SEAFARER PRODUCTIONS INC.  
 SEAN CULLEN CHRISTMAS SPECIAL LTD.  
 SEASON IV SOUL FOOD PRODUCTIONS INC.  
 SEASON THREE SOUL FOOD PRODUCTIONS INC.  
 SEASON TWO SOUL FOOD PRODUCTIONS INC.  
 SECOND CITY COMMUNICATIONS  
 SECOND CITY COMUNICATION CANADA INC.  
 SECRET LIFE PRODUCTIONS INC.  
 SECRET SANTA PRODUCTIONS INC.  
 SECRET SOCIETY PRODUCTIONS INC.  
 SEEDING PRODUCTIONS 2 INC.  
 SEEDLING PRODUCTION INC.  
 SEEKERS TELEVISION INC.  
 SEGUE MOVING PICTURES INC.

SEIZE IT PRODUCTIONS  
 SEMPRE FILMS INC.  
 SENIA FILM PRODUCTIONS INC.  
 SENTINEL HILL NO. 151 LP (HEDWIG AND THE ANGRY INCH)  
 SEPTEMBER DAWN (VOICE) INC.  
 SERENDIPITY POINT FILMS INC.  
 SERIOUS ENTERTAINMENT INC.  
 SERVITUDE PRODUCTIONS INC.  
 SESSION I PRODUCTIONS LTD.  
 SESSION PRODUCTIONS LTD.  
 SETH POULIN DBA VESTIGES FILMS  
 SETTLEMENT FILMS LTD.  
 SEVENTH SEAL FILMS  
 SEVENTH SON PRODUCTIONS INC.  
 SEVENTH STAGE PRODUCTIONS  
 SEWER FILMS INC.  
 SEX & SUNSETS PRODUCTIONS INC.  
 SEXTON & SON PRODUCTIONS INC.  
 SEXUAL INTELLIGENCE INC.  
 SEYMOUR & FROM PRODUCTIONS 2 INC.  
 SEYMOUR & FROM PRODUCTIONS INC.  
 SF FILMS LTD.  
 SFA PRODUCTIONS INC.  
 SFI BISHOP 2010 INC.  
 SFI BISHOP 2010 INC.  
 SHADE PI PRODUCTIONS INC.  
 SHADES OF BLACK PRODUCTIONS INC.  
 SHADOW ISLAND MANITOBA INC.  
 SHADOW ISLAND PRODUCTIONS INC.  
 SHADOW LAKE PRODUCTIONS INC.  
 SHADOW VISION INC.  
 SHADOW WALKERS PRODUCTIONS LTD.  
 SHADOWBOX PICTURES  
 SHADOWHUNTERS TV INC.  
 SHAFTESBURY AARON STONE INC.  
 SHAFTESBURY BAXTER I INC.  
 SHAFTESBURY BIG BREAK INC.  
 SHAFTESBURY BLOODLETTING INC.  
 SHAFTESBURY CANLIT I INC.  
 SHAFTESBURY CANLIT II INC.  
 SHAFTESBURY CHANGELING I INC.  
 SHAFTESBURY DARK ORACLE II INC.  
 SHAFTESBURY DIGITAL I INC.

SHAFTESBURY DIGITAL I INC.  
 SHAFTESBURY FILMS INC.  
 SHAFTESBURY FOOL I INC.  
 SHAFTESBURY GOOD DOG II INC.  
 SHAFTESBURY GOOD DOG INC.  
 SHAFTESBURY GOOD TIMES INC.  
 SHAFTESBURY H & D INC.  
 SHAFTESBURY HEROES INC.  
 SHAFTESBURY HFTH INC.  
 SHAFTESBURY HIGH COURT I INC.  
 SHAFTESBURY JANE SHOW I INC.  
 SHAFTESBURY JANE SHOW II INC.  
 SHAFTESBURY KIDS II INC.  
 SHAFTESBURY KIDS IV INC.  
 SHAFTESBURY KIDS V INC.  
 SHAFTESBURY LIFETIME 2007 INC.  
 SHAFTESBURY LISTENER I INC.  
 SHAFTESBURY LISTENER II INC.  
 SHAFTESBURY LISTENER III INC.  
 SHAFTESBURY LISTENER IV INC.  
 SHAFTESBURY LISTENER V INC.  
 SHAFTESBURY LISTENERS INC.  
 SHAFTESBURY MOH INC.  
 SHAFTESBURY MURDOCH I INC.  
 SHAFTESBURY MURDOCH II INC.  
 SHAFTESBURY MURDOCH III INC.  
 SHAFTESBURY MURDOCH IV INC.  
 SHAFTESBURY MURDOCH IX INC.  
 SHAFTESBURY MURDOCH V INC.  
 SHAFTESBURY MURDOCH VI INC.  
 SHAFTESBURY MURDOCH VII INC.  
 SHAFTESBURY MURDOCH VIII INC.  
 SHAFTESBURY MYSTERIES III INC.  
 SHAFTESBURY MYSTERIES IV INC.  
 SHAFTESBURY MYSTERIES VII INC.  
 SHAFTESBURY MYSTERIES VIII INC.  
 SHAFTESBURY OHMIES I INC.  
 SHAFTESBURY OVERRULED II INC.  
 SHAFTESBURY OVERRULED III INC.  
 SHAFTESBURY PLATO INC. (BAXTER)  
 SHAFTESBURY PLATO INC. (HIGH COURT)  
 SHAFTESBURY R&J INC  
 SHAFTESBURY R&J INC.

SHAFTESBURY REGENESIS I INC.  
 SHAFTESBURY REGENESIS II INC.  
 SHAFTESBURY REGENESIS III INC.  
 SHAFTESBURY REGENESIS INC.  
 SHAFTESBURY REGENESIS IV INC.  
 SHAFTESBURY RISE UP INC.  
 SHAFTESBURY ROBBER INC.  
 SHAFTESBURY SERVICES II INC.  
 SHAFTESBURY SERVICES INC.  
 SHAFTESBURY SLASHER I INC.  
 SHAFTESBURY STORIES I INC.  
 SHAFTESBURY VACATION INC.  
 SHAFTESBURY WE PRODUCTIONS INC.  
 SHAFTESBURY WHO'S SORRY NOW INC.  
 SHAFTESBURY WMC INC.  
 SHAH FILMS CORP. AND EVER NEW STUDIOS (LAHORE, PAKISTAN)  
 SHANNON FEWSTER O/A FEWSTER DEMERS  
 SHARK KILLER PRODUCTION INC.  
 SHATTERSOUL WORLD PRODUCTIONS INC.  
 SHAVICK ENTERTAINMENT  
 SHE-WOLF SEASON 2 PRODUCTIONS INC.  
 SHE-WOLF SEASON 3 PRODUCTIONS INC.  
 SHE-WOLF SEASON I PRODUCTIONS INC.  
 SHE'S THE MAYOR PRODUCTIONS INC.  
 SHEERAZ PRODUCTIONS  
 SHELTERED PICTURES INC.  
 SHINE FILMS  
 SHOE STRING PRODUCTIONS INC.  
 SHOEBOX PRODUCTIONS INC.  
 SHOES FULL OF FEET INC.  
 SHOES FULL OF FEET INC./VICTORIOUS FILMS  
 SHORT ORDER COOK TV I INC.  
 SHOOT THE MESSENGER PRODUCTIONS I INC.  
 SHORT ORDER COOK TV II INC.  
 SHORT ORDER COOK WEB I INC.  
 SHORT ORDER COOK WEB II INC.  
 SHORT STOP PICTURES III LTD.  
 SHORT STOP PICTURES IV LTD.  
 SHORT STOP PICTURES V LTD.  
 SHORT STOP PICTURES VI LTD.  
 SHORT STOP PICTURES VII LTD.  
 SHORT STOP PICTURES VIII LTD.  
 SHORTCUT PRODUCTIONS INC.

SHORTWORKS PRODUCTIONS  
 SHOTGUN FILMS INC.  
 SHOW ME YOURS II PRODUCTIONS INC.  
 SHRINK FILMS INC.  
 SHUT UP AND DEAL FILMS INC.  
 SHUTTERBUGS PRODUCTIONS INC.  
 SIA FILM AND TELEVISION PRODUCTIONS INC.  
 SIBLING SEARCH PRODUCTIONS INC.  
 SIDESHOW VISION INC.  
 SIDEVIEW PRODUCTIONS INC.  
 SIENNA FILMS DEVELOPMENT INC.  
 SIENNA FILMS PRODUCTIONS II INC.  
 SIENNA FILMS PRODUCTIONS III INC.  
 SIENNA FILMS PRODUCTIONS IV INC.  
 SIENNA FILMS PRODUCTIONS IX INC.  
 SIENNA FILMS PRODUCTIONS VI INC.  
 SIENNA FILMS PRODUCTIONS VII INC.  
 SIENNA FILMS PRODUCTIONS VIII INC.  
 SIENNA FILMS PRODUCTIONS X INC.  
 SIENNA FILMS PRODUCTIONS XI INC.  
 SIENNA FILMS PRODUCTIONS XII INC.  
 SIENNA FILMS PRODUCTIONS XIV INC.  
 SIENNA FILMS PRODUCTIONS XVI INC.  
 SILENCE PRODUCTIONS INC.  
 SILENT HILL 2 DCP INC.  
 SILENT HILL DCP INC.  
 SILENT WITNESS PRODUCTIONS API INC.  
 SILVER PRODUCTIONS INC.  
 SILVERTHORN PICTURES INC. SIMEX INC.  
 SINGLEMOM PRODUCTIONS INC.  
 SINGLES COURT PRODUCTIONS INC.  
 SINKING SHIP (ANNEDROIDS II) PRODUCTIONS INC.  
 SINKING SHIP (ANNEDROIDS III) PRODUCTIONS INC.  
 SINKING SHIP (ANNEDROIDS IV) PRODUCTIONS INC.  
 SINKING SHIP (ANNEDROIDS) PRODUCTIONS INC.  
 SINKING SHIP (CHIRP) PRODUCTIONS INC.  
 SINKING SHIP (DINO DAN II) PRODUCTIONS INC.  
 SINKING SHIP (DINO DAN) PRODUCTIONS INC.  
 SINKING SHIP (I DARE YOU II) PRODUCTIONS INC.  
 SINKING SHIP (I DARE YOU II) PRODUCTIONS INC.  
 SINKING SHIP (I DARE YOU) PRODUCTIONS INC.  
 SINKING SHIP (ODD SQUAD 2) PRODUCTIONS  
 SINKING SHIP (ODD SQUAD) PRODUCTIONS INC.  
 SINKING SHIP (PLAYDATE) PRODUCTIONS INC.  
 SINKING SHIP (THIS IS...) PRODUCTIONS INC.  
 SINS PRODUCTIONS CORP.  
 SIR FIR ENTERPRISES LLC  
 SIRENS PRODUCTIONS INC.  
 SIRR PRODUCTIONS LTD.  
 SIX HUNDRED FILM PRODUCTIONS INC.  
 SIX ISLAND PRODUCTIONS (FAINTVILLE) INC.  
 SIX ISLAND PRODUCTIONS INC.  
 SIX SHOOTER PRODUCTIONS INC.  
 SIXTEEN FILMS LTD.  
 SIXTEEN FILMS LTD.  
 SJ FILMS INC. (STRANGE JUSTICE FILMS)  
 SJ PRODUCTIONS INC.  
 SK VERTICAL FLIGHT  
 SKATE AWAY PRODUCTIONS LTD.  
 SKATING TO NEW YORK PRODUCTIONS INC.  
 SKEPTIC FILMS INC.  
 SKG TV CANADA INC.  
 SKIN II PRODUCTIONS INC.  
 SKINNAMARINK ENTERTAINMENT INC.  
 SKINS I PRODUCTIONS INC.  
 SKINS PRODUCTIONS INC.  
 SKINWALKERS DCP INC.  
 SKYFARM ENTERTAINMENT INC.  
 SKYLAND CANADA PRODUCTIONS INC.  
 SKYLAND CANADA PRODUCTIONS LTD.  
 SKYLINE 2 PRODUCTIONS INC.  
 SKYSCRAPER FILMS INC.  
 SKYWRITER TELEVISION INC.  
 SL4 PRODUCTIONS INC.  
 SLANTED FILMS DIV./ SHAWN DANIELLE PRD. SRV. LTD.  
 SLEEP WELL PRODUCTIONS LTD.  
 SLIPKNOT PRODUCTIONS  
 SLIPPERY HITCH PRODUCTIONS INC.  
 SLOW RIDE PRODUCTIONS INC.  
 SLU PRODUCTIONS INC.  
 SLUDGEWATER PRODUCTIONS INC.  
 SM PRODUCTION/MOCHO ENTERTAINMENT  
 SM PRODUCTIONS AND BLUESTONE PICTURES  
 SMALL SHACK PRODUCTIONS INC.  
 SMASH IT UP PRODUCTIONS INC.  
 SMILEY GUY SEEN INC.

SMILEY GUY SEEN INC.  
 SMILEY GUY STUDIOS INC.  
 SMILIN' JACK MOVIE MANITOBA INC.  
 SMILING TOAD PICTURES INC.  
 SMOOCHY INC./SMOOCY PRODUCTIONS LP  
 SMOOTH STONE PRODUCTIONS INC.  
 SMW ADVERTISING  
 SNAP TOGETHER PRODUCTIONS INC.  
 SNIG THE GOAT LTD.  
 SNOW 2 SERVICES INC.  
 SNOW GLOBE SERVICES INC.  
 SNOWBALL PRODUCTIONS INC.  
 SNOWEATER INC.  
 SOAF FILMS INC.  
 SOE FILMS INC.  
 SOK PRODUCTIONS  
 SOL PRODUCTION SERVICE LTD.  
 SOLD PICTURES INC.  
 SOLDIER'S GIRL PRODUCTIONS LIMITED  
 SONIA FILM PRODUCTIONS INC.  
 SOO-WON LEE  
 SOPHIC LEARNING SYSTEMS INC.  
 SOPHIE FILMS  
 SOTTO BOCCIA PRODUCTIONS INC.  
 SOULION ENTERTAINMENT INC.  
 SOUND VENTURE (AMW) INC.  
 SOUND VENTURE (HMS) INC.  
 SOUND VENTURE (THE STEPSON) INC.  
 SOUND VENTURE 18 PRODUCTIONS LTD.  
 SOUND VENTURE PRODUCTIONS LTD.  
 SOUTH CAMP FILM COMPANY INC.  
 SOUTHPAW PRODUCTIONS INC.  
 SP CANADIAN FILM PRODUCTIONS INC.  
 SPACE CASES PRODUCTIONS  
 SPENCER MAYBEE DBA TWO FALLS PRODUCTIONS  
 SPENNY PRODUCTIONS INC.  
 SPHERE MEDIA 2002 INC.  
 SPI DROP OFF PRODUCTION INC.  
 SPIDER PRODUCTIONS LTD.  
 SPIDER RIDERS PRODUCTIONS INC.  
 SPIDERWICK PRODUCTIONS INC.  
 SPIN MASTER CHARMING PRODUCTIONS INC.  
 SPIN MASTER FILM PRODUCTION INC.  
 SPIN MASTER HATCHING PRODUCTIONS INC.  
 SPIN MASTER PAW PRODUCTIONS 2 INC.  
 SPIN MASTER PAW PRODUCTIONS 3 INC.  
 SPIN MASTER PAW PRODUCTIONS INC.  
 SPIN MASTER RIVETING PRODUCTIONS INC.  
 SPIRE ENTERTAINMENT  
 SPIRIT LAND PRODUCTIONS INC.  
 SPITEFUL PICTURES INC.  
 SPITEFUL TOO PICTURES INC.  
 SPLICE (COPPERHEART) PRODUCTIONS INC.  
 SPLIT D FILMS INC.  
 SPLIT THE DIFFERENCE PRODUCTIONS INC.  
 SPOETH CREATIONS  
 SPOKEN ART PRODUCTIONS  
 SPONTANEOUSLY COMBUSTED FILMS  
 SPRAWL ALBERTA LTD.  
 SPRINGWOOD PRODUCTIONS INC.  
 SPRNVA (GEN ONE) CANADA INC.  
 SPRUCE STREET PICTURES INC.  
 SPUN OUT 2 PRODUCTIONS INC.  
 SPUN OUT PRODUCTIONS INC.  
 SPUN OUT PRODUCTIONS INC.  
 SPUNCO RS INC.  
 SPY FILMS INC.  
 SPY PRODUCTIONS INC.  
 SPYGIRL FILMS INC.  
 ST. JOHN GROUP INC.  
 STABLE FILMS INC.  
 STAGE 49 LTD.  
 STAGE 49 LTD.  
 STAGE FRIGHT FILM LIMITED  
 STAGGEREDWHEEL PRODUCTIONS INC.  
 STANDOFF THE MOVIE INC.  
 STAR PORTRAITS 2 INC.  
 STAR PORTRAITS INC.  
 STAR SPANGLED BANNERS PRODUCTIONS (ONTARIO) INC.  
 STARLET PRODUCTIONS INC.  
 STARMAPS PRODUCTIONS INC.  
 STATEMENT PRODUCTIONS INC.  
 STATIC FILMS INC.  
 STAY WITH ME PRODUCTIONS INC.  
 STEEL PRODUCTIONS MANITOBA INC.  
 STELLA & SAM PRODUCTIONS INC.

STEP DOGS PRODUCTIONS INC.  
 STEP DOGS PRODUCTIONS INC.  
 STEPCCHILD PRODUCTIONS INC.  
 STEP-FILMS INC.  
 STEPPING STONE PICTURES INC.  
 STILL BORN FILMS INC.  
 STILL KICKING PRODUCTIONS INC.  
 STILL LIFE ONTARIO INC.  
 STIR PRODUCTIONS CORP.  
 STLD PRODUCTIONS INC.  
 STMS FILMS INC.  
 STOKED PRODUCTIONS (SEASON I) INC.  
 STOKED PRODUCTIONS (SEASON II) INC.  
 STONE ANGEL MANITOBA INC./STONE ANGEL ONTARIO INC.  
 STONE SOUP PRODUCTIONS  
 STONECAST PICTURES INC.  
 STONEHENGE PICTURES INC.  
 STONES OF FATE AND FORTUNE/CONNECTIONS PRODUCTIONS  
 STONES THROW PICTURES INC.  
 STOPHER PRODUCTIONS LTD.  
 STORNOWAY PRODUCTIONS INC.  
 STORYLINE ENTERTAINMENT INC.  
 STORYTELLER PICTURES INC.  
 STRAIN CAN II PRODUCTIONS INC.  
 STRAIN CAN PRODUCTIONS INC.  
 STRANDED PRODUCTIONS INC.  
 STRIDENT FILMS, INC.  
 STRIDENT FILMS, INC.  
 STRIDER ENTERTAINMENT INC.  
 STRINGS MANITOBA PRODUCTIONS INC.  
 STRIP PRODUCTIONS INC.  
 STS PRODUCTIONS I LTD.  
 STUBBORN PICTURES INC.  
 STUDIO 8967 INC.  
 STUDIO BLACK PRODUCTIONS LTD.  
 STUMP PRODUCTIONS LIMITED  
 STUPID ZEBRA PRODUCTIONS INC.  
 STYX PRODUCTIONS LTD.  
 SUBSTANCE PRODUCTION INC.  
 SUBSTITUTE PRODUCTIONS LIMITED  
 SUBSTITUTE PRODUCTIONS ONTARIO LIMITED  
 SUDDEN STORM PRODUCTIONS  
 SUGAR SHACK NORTH BAY PRODUCTIONS INC.

SULA PRODUCTIONS  
 SUMMER BABE PRODUCTIONS INC.  
 SUMMER BLOOD PRODUCTIONS INC.  
 SUMMER CAMP PRODUCTIONS LTD.  
 SUMMER PICTURES INC.  
 SUMMERHILL ENTERTAINMENT INC.  
 SUMMERHILL PRODUCTIONS SIX INC.  
 SUMMIT CREST PRODUCTIONS LTD.  
 SUNNYVALE PRODUCTIONS 10 INCORPORATED  
 SUNNYVALE PRODUCTIONS 8 INC.  
 SUNNYVALE PRODUCTIONS 9 INCORPORATED  
 SUNSHINE SKETCHES PRODUCTIONS INC.  
 SUPER D.A. FILMS INC.  
 SUPER HERO PRODUCTIONS INC.  
 SUPERHERO SEMANTICS (JIM KIRIAKAKIS)  
 SUPERNATURAL PRODUCTIONS INC.  
 SUPERWHY PRODUCTIONS 2 INC.  
 SUPERWHY PRODUCTIONS INC.  
 SURVEILLANCE PRAIRIE PRODUCTIONS INC.  
 SURVIVING LOVE (VOICE) INC.  
 SVSF PRODUCTIONS INC.  
 SWE DARK ROOM PRODUCTIONS INC.  
 SWE PLAGUE CITY PRODUCTIONS INC.  
 SWEARNET & FRIENDS PRODUCTIONS INC.  
 SWEATBOX FILMS INC.  
 SWEET SIXTEEN PRODUCTIONS LTD.  
 SWF PRODUCTIONS INC.  
 SYLVAIN PRODUCTIONS INC.  
 SYMMETRY FILMS  
 SYNCHRONICITY ENTERPRISES INC.  
 SYNERGOS CANADA INC.

## T

T&J 1 FILMS INC.  
 T5 VIKINGS II PRODUCTIONS INC.  
 T5 VIKINGS IV PRODUCTIONS INC.  
 TACOMA DRAMATIC DEVELOPMENT CORP.  
 TAGGED INC.  
 TAINTED LOVE PRODUCTIONS INC.  
 TAKE 3 PRODUCTIONS INC.  
 TALK PRODUCTIONS CORP.  
 TALK TO ME PRODUCTIONS INC.  
 TALKING TO AMERICANS PRODUCTIONS INC.  
 TAM PRODUCTIONS INC.

TAMARA FILMS PRODUCTIONS MANITOBA INC.  
 TAMED PRODUCTIONS INC.  
 TANGLED PRODUCTIONS INC.  
 TANGLED WEBS LIMITED PARTNERSHIP  
 TANINO PRODUCTIONS INC.  
 TANK 2 PRODUCTIONS INC.  
 TANK 3 PRODUCTIONS INC.  
 TANKED PRODUCTIONS INC.  
 TAPESTRY PICTURES INC.  
 TARA FILMS  
 TARSANDS FILM PRODUCTIONS INC.  
 TART FILMS CANADA  
 TARYN LEIGH PRODUCTIONS  
 TASTES LIKE CANADA PRODUCTIONS INC.  
 TBLP PRODUCTIONS INC.  
 TCAN PRODUCTIONS LTD.  
 TCE PRODUCTIONS INC.  
 TCFTV CANPRO II INC.  
 TCFTV CANPRO III INC.  
 TEAM SEVEN ENTERTAINMENT INC.  
 TED BEZAINE  
 TED RANKIN ASSOCIATES  
 TEDDY BEAR PRODUCTIONS (1682748)  
 TEMPLE DANCE II PRODUCTIONS LIMITED  
 TEMPLE DANCE III PRODUCTIONS LIMITED  
 TEMPLE DANCE IV PRODUCTIONS LIMITED  
 TEMPLE DANCE PRODUCTIONS LIMITED  
 TEMPLE MUSIC ROOM PRODUCTIONS LIMITED  
 TEMPLE RAINBOW PRODUCTIONS LIMITED  
 TEMPLE SKETCH PRODUCTIONS LIMITED  
 TEMPLE ST./FATHER'S SHOES PRODUCTIONS LTD.  
 TEMPLE ST./GOAT CHRISTMAS PRODUCTIONS LTD.  
 TEMPLE ST./SEA PEOPLE PRODUCTIONS LTD.  
 TEMPLE ST./SUMMER'S END PRODUCTIONS LTD.  
 TEMPLE STREET DEVELOPMENT CORPORATION/TERRA IMAGES INC.  
 TEMPLE TASTE III PRODUCTIONS LIMITED  
 TERRA ROSSA PICTURES INC.  
 TERRIFIC TRUCKS PRODUCTIONS INC.  
 TESTY PRODUCTIONS INC.  
 TGL PRODUCTIONS (MANITOBA) INC.  
 THANKS OF A GRATEFUL NATION LP  
 THC PRODUCTIONS ONTARIO INC.  
 THE ARTCRAFT ZOO LTD.  
 THE BIRDER FILM PRODUCTION INC.  
 THE BOOK OF JOHN, INC.  
 THE BRIDGE PRODUCTIONS  
 THE CALL PRODUCTIONS INC.  
 THE CANADIAN SHIELD  
 THE CORAGGIO COMPANY INC.  
 THE DIGITAL SWEATSHOP INC.  
 THE DOT FILM COMPANY INC.  
 THE FABLE COMPANY LTD.  
 THE FIELD INC.  
 THE FILM WORKS INTERNATIONAL INC.  
 THE FIRM TELEVISION PRODUCTIONS INC.  
 THE GAVIN CRAWFORD SHOW III LTD.  
 THE HORNS PROJECT (ONTARIO) PRODUCTIONS LTD.  
 THE HUNTING PARTY INC.  
 THE HUNTING PARTY INC.  
 THE JOE BLOW SHOW INC.  
 THE JUNES COMPANY  
 THE LOOP FILMS LTD.  
 THE MINI-FILMS INC.  
 THE NE CREATIVE GROUP INC.  
 THE NEXT SEASON COMPANY INC.  
 THE NIGHT WATCHMAN PRODUCTIONS INC.  
 THE NIGHTINGALE COMPANY  
 THE NOTE (API) INC.  
 THE ORPHANAGE INCORPORATED  
 THE PITS INC.  
 THE PLATEAUS PRODUCTION INC.  
 THE PLAY AKA DC PRODUCTIONS (ONTARIO) INC.  
 THE POET INC.  
 THE RON JAMES SHOW II INC.  
 THE RON JAMES SHOW III INC.  
 THE RON JAMES SHOW INC.  
 THE RON JAMES SHOW INC.  
 THE RON JAMES SHOW INC.  
 THE RON JAMES SHOW IV INC.  
 THE RON JAMES SHOW V INC.  
 THE SCAREHOUSE INC.  
 THE SECOND CITY INC.  
 THE SECOND CITY SKETCH PROJECT INC.  
 THE SECOND CITY TELEVISION PRODUCTIONS INC.  
 THE SECOND TIME AROUND INC.  
 THE SHAKY SPEARE COMEDY SHOW INC.  
 THE SHOP AT HOME CHANNEL INC.

THE SPACE BETWEEN PRODUCTIONS INC.  
 THE STANLEY DYNAMIC II INC.  
 THE STEPS PRODUCTIONS INC.  
 THE THING FILMS INC.  
 THE TRUTH ABOUT PRODUCTIONS INCORPORATED  
 THE VAN THIJN PICTURE CO.  
 THE VOID MOVIE INC.  
 THE WATCH PRODUCTIONS (MUSE) INC.  
 THE WAY OF THE TOSSER INC.  
 THE WITCH MOVIE ONTARIO INC.  
 THE WORLD BENEATH PRODUCTIONS INC.  
 THELON OEMING  
 THEN AGAIN PRODUCTION SERVICES, INC.  
 THICK & THIN PRODUCTIONS INC.  
 THIN AIR PRODUCTIONS INC.  
 THIRD EYE PICTURES INC.  
 THIS CHILD PRODUCTIONS INC.  
 THIS MOVIE IS BROKEN INC.  
 THREE INCHES PRODUCTIONS INC.  
 THREE SONGS PRODUCTIONS LTD  
 THRILL FILMS 2 INC.  
 THRILL FILMS 3 INC.  
 THRILL FILMS INC.  
 THROUGH THE ROOF INC.  
 THUNDERWOLF PRODUCTION LTD.  
 THYRONE WINT  
 TICKING TIME BOMB FILMS INC.  
 TIL DEATH INC.  
 TIL DEATH TELEVISION PRODUCTIONS INC.  
 TIM HAMILTON R US FILMS INC.  
 TIMEBLAZERS SERIES II INC.  
 TIMECHASE PRODUCTIONS LTD.  
 TIMOTHY CLARKE ASSOCIATES INC.  
 TIMSHEL KGM INC.  
 TIMSHEL KGM INC. DBA TIMSHEL PICTURES  
 TINU SINHA  
 TIPI TALES INC.  
 TIPI TALES SEASON 2 INC./EAGLE VISION INC.  
 TIPI TALES SEASON 3 INC.  
 TITLE ENTERTAINMENT (FOR CYBERCHASE IX) INC.  
 TITLE ENTERTAINMENT (FOR CYBERCHASE VIII) INC.  
 TITLE ENTERTAINMENT (HARAJUKU) INC.  
 TITLE ENTERTAINMENT (MR. MOON) INC.  
 TITLE ENTERTAINMENT INC.  
 TJ FILM PRODUCTIONS INC.  
 T-MEN PRODUCTIONS INC.  
 TMI LETTERS 2009 INC.  
 TMI THE GIRL KING PRODUCTIONS INC.  
 TMJ PRODUCTIONS INC.  
 TOAD IN THE GROVE/TANTRUM PRODUCTIONS  
 TODD HALLOWELL, FOX QUEBEC PRODUCTIONS LTD.  
 TOHAVENTA HOLDINGS INC.  
 TOILET PRODUCTIONS INC.  
 TOM STONE PRODUCTIONS II INC.  
 TOM STONE PRODUCTIONS INC.  
 TOMALI PICTURES LTD.  
 TOMMY LIOUTAS DBA MUTUAL STREET PRODUCTIONS  
 TONTO PRODUCTIONS INC.  
 TOO WELL DONE PRODUCTIONS  
 TOONBOX ENTERTAINMENT LTD.  
 TOOT & PUDDLE PRODUCTIONS (CYCLE 1) INC.  
 TOPSAIL ENTERTAINMENT LTD.  
 TORCH HEAD PRODUCTIONS INC.  
 TORONTO STORIES PRODUCTIONS INC.  
 TORRE LP  
 TOTAL FEAR PRODUCTIONS INC.  
 TOTAL FEAR PRODUCTIONS INC.  
 TOUCH THE TOP (TPL) LTD.  
 TOWER FILMS INC.  
 TPB FEATURE II PRODUCTIONS LTD.  
 TPB FEATURE III PRODUCTIONS LIMITED  
 TPB OTP PRODUCTIONS INCORPORATED  
 TPB SPECIAL PRODUCTIONS LIMITED  
 TPB V PRODUCTIONS LTD.  
 TPB VI PRODUCTIONS LIMITED  
 TPB VII PRODUCTIONS LIMITED  
 TPB XMAS PRODUCTIONS LTD.  
 TPM COMMUNICATIONS LTD.  
 TR BIOPIC PRODUCTIONS INC.  
 TRACEY FRAGMENTS INC.  
 TRACKER PRODUCTIONS CORP.  
 TRACKFORM FILM PRODUCTIONS INC.  
 TRADING PLACES II PRODUCTIONS INC.  
 TRADING PLACES PRODUCTIONS INC.  
 TRAINMAN PRODUCTIONS LIMITED  
 TRANSCENDENCE FILM LTD.  
 TRASH TO TREASURE

TRASH TO TREASURE II  
 TRAUMA PRODUCTIONS INC.  
 TRAUMA TEAM 2 PRODUCTIONS INC.  
 TRAUMA TEAM PRODUCTIONS INC.  
 TRCF PRODUCTIONS INC.  
 TREMER PRODUCTIONS LTD.  
 TRIAD LEARNING PEACE PRODUCTIONS LTD.  
 TRIANGLE PRODUCTIONS INC.  
 TRIB FORCE PRODUCTIONS INC.  
 TRICON TELEVISION 41 INC.  
 TRICON TELEVISION 43 INC.  
 TRICON TELEVISION 44 INC.  
 TRICON TELEVISION 47 INC.  
 TRICON TELEVISION 48 INC.  
 TRICON TELEVISION 50 INC.  
 TRICON TELEVISION 55 INC  
 TRICON TELEVISION 59 INC.  
 TRICON TELEVISION 68 INC.  
 TRICON TELEVISION 66 INC.  
 TRICON TELEVISION 73 INC.  
 TRICON TELEVISION 74 INC.  
 TRICON TELEVISION 75 INC.  
 TRICON TELEVISION 77 INC.  
 TRICON TELEVISION 84 INC.  
 TRIFFIDS (CANADA) PRODUCTIONS INC.  
 TRIPLE G PRODUCTIONS LTD.  
 TRIPLE SENSATION I PRODUCTIONS INC.  
 TRIPLE SENSATION II PRODUCTIONS INC.  
 TRIPLE THREAT PRODUCTIONS INC.  
 TRIPTYCHMEDIA INC.  
 TROJAN HORSE PRODUCTIONS INC  
 TRUCKER LOT LIZARDS PRODUCTIONS INC.  
 TRUE LIARS PRODUCTIONS INC.  
 TRUELOVE SHOWERS INC.  
 TRUINE PRODUCTIONS INC.  
 TRUTH BELOW PRODUCTIONS INC.  
 TT PRODUCTIONS INC.  
 TTS PRODUCTIONS INC.  
 TTW PRODUCTIONS INC.  
 TURBO TOWN 2 PRODUCTIONS INC.  
 TURBO TOWN PRODUCTIONS INC.  
 TURN AND PUNCH PRODUCTIONS INC.  
 TUT TUT PRODUCTIONS INC.  
 TV EYE ENTERTAINMENT LTD.  
 TV TORRENS 2 PRODUCTIONS INC.  
 TV TORRENS 3 PRODUCTIONS INC.  
 TV TORRENS PRODUCTIONS INC.  
 TWAS PRODUCTIONS LTD.  
 TWELVE MILE ROAD PRODUCTIONS LTD.  
 TWICE AS PENITENT PICTURES INC.  
 TWILIGHT PICTURES AND PRODUCTION SERVICES, INC.  
 TWIN LIFE PRODUCTIONS INC.

TWIN SISTER PRODUCTIONS INC.  
 TWIN SWITCH PRODUCTIONS LTD. AND TWIN SWITCH PRODUCTIONS  
 TWIST FILM PRODUCTIONS INC.  
 TWISTER 2 PRODUCTIONS (MANITOBA) INC.  
 TWITCH CITY ENTERPRISES INC.  
 TWO DIMENSIONS: ADV. BY DESIGN INC.  
 TWO LOVERS AND A BEAR ONTARIO INC.  
 TWO OF US FILMS INC.  
 TWO THIEVES FILMS INC.  
 TWO WHEELS PRODUCTIONS

**U**

UAC PRODUCTIONS INC.  
 UGTV INC.  
 UHP PRODUCTIONS LTD.  
 UJCP I PRODUCTIONS INC  
 UL2 PRODUCTIONS INC.  
 ULTIMATE 1 PRODUCTIONS INC.  
 UNANSWERED QUESTIONS PRODUCTIONS LTD.  
 UNCLE PRODUCTIONS INCORPORATED  
 UNCRUMPLED PAPER PRODUCTIONS INC.  
 UNDERCOVER CHRISTMAS (VOICE) INC.  
 UNDERCOVER ROGUE 3 PRODUCTIONS INC.  
 UNHISTORY FILMS  
 UNIQUE FEATURES (TMI)  
 UNIQUE FEATURES (TMI) INC.  
 UNIQUE FEATURES (TMI2) INC.  
 UNISOL PRODUCTIONS INC.  
 UNLIKELY STORY PRODUCTIONS INC.  
 UNO BANDITO PRODUCTIONS INC.  
 UNSTABLE PRODUCTIONS (API) INC.  
 UNTITLED MD PRODUCTIONS LTD.  
 UP IN FLAMES PRODUCTIONS  
 UP THE HILL II LTD. URBAN NATION  
 UP THE HILL PRODUCTIONS LTD.  
 UPI ROAD 2010 INC.  
 UPPER CANADA MOVING PICTURE COMPANY  
 US CHICKENS PRODUCTIONS INC.  
 UTB PRODUCTIONS INC.

**V**

V TRUTH PRODUCTIONS LTD.  
 VALENTINE'S DAY PRODUCTIONS LTD.  
 VALERIE BUHAGIAR DBA BLUE SKY FILMS  
 VAMPIRE DOG PRODUCTIONS INC.  
 VAULTSTUDIOS CANADA LTD.  
 VC PRODUCTIONS INC.  
 VCR ACTIVE MEDIA LTD.  
 VELMA PRODUCTIONS INC.  
 VELOCITE  
 VENTANA VIDEO INC.  
 VENTURA PRODUCTIONS LTD.  
 VERITE FILMS INC. FOR STANDING UP GUY TV  
 VERITE PRODUCTIONS INC.



VERTEBRA CLOWN FILM INC.  
 VICTIM PRODUCTIONS INC.  
 VICTOR MOVIE PRODUCTIONS INC.  
 VICTORIA DAY FILMS INC.  
 VICTORIOUS FILMS INC.  
 VIDEOLINK COMMUNICATIONS INC.  
 VIETNAM REMEMBERED FILMS INC.  
 VINAKA PRODUCTIONS INC.  
 VIRGINIA'S RUN PRODUCTIONS INC.  
 VIRTUAL INSANITY (PRODUCTIONS)  
 VITAL D 2 PRODUCTIONS INC.  
 VITAL D PRODUCTIONS INC.  
 VIVA PRODUCTIONS INC.  
 VOICE PICTURES & LES PRODUCTIONS COLIN NEALE INC.  
 VOICE PICTURES DEVELOPMENT CORP.  
 VOICE PICTURES INC.  
 VZS: HALIFAX #7 INC.  
 VZS: HALIFAX PICTURES #6 INC.  
 VZS: HALIFAX PICTURES #8 INC.  
 VZS: HALIFAX PICTURES INC.  
 VZS: HALIFAX PICTURES NO. 2 INC  
 VZS: HALIFAX PICTURES NO. 3 INC.  
 VZS: LIFT PRODUCTIONS NO.1 INC.  
 VZS: TORONTO PICTURES INC.  
 VZS: WINNIPEG PICTURES INC  
 VZS: WINNIPEG PICTURES NO. 10 INC.  
 VZS: WINNIPEG PICTURES NO. 11 INC.  
 VZS: WINNIPEG PICTURES NO. 12 INC.  
 VZS: WINNIPEG PICTURES NO. 13 INC.  
 VZS: WINNIPEG PICTURES NO. 4 INC.  
 VZS: WINNIPEG PICTURES NO. 5 INC.  
 VZS: WINNIPEG PICTURES NO. 6 INC.  
 VZS: WINNIPEG PICTURES NO. 7 INC.  
 VZS: WINNIPEG PICTURES NO. 8 INC  
 VZS: WINNIPEG PICTURES NO. 9 INC.  
**W**  
 W. GIRL PRODUCTIONS (MUSE) INC.  
 WAIT TILL MB INC.  
 WAITING ROOM FILMS INC.  
 WAKING WALTER INC.  
 WALK ALL OVER ME INC.  
 WALK WELL PRODUCTIONS INC./SNOW WALKER PRODUCTIONS INC.  
 WALL LP  
 WALLED IN PRODUCTIONS INC.  
 WALLY & MURK CORP.  
 WALTER AND HENRY PRODUCTIONS  
 WANDERING EYE PRODUCTIONS  
 WANGO FILMS INC.  
 WANGO FILMS INC.  
 WAR BRIDE PRODUCTIONS  
 WARM BODIES PRODUCTIONS CANADA INC.  
 WASTED PRODUCTIONS INC.

WATER DAMAGE PRODUCTIONS LTD.  
 WATER PRODUCTIONS LP  
 WATERFALL PRODUCTIONS INC.  
 WAY OF THE TOSSER INC.  
 WAYNEY PRODUCTIONS INC.  
 WAZZUP 2 PRODUCTIONS INC.  
 WBK PRODUCTIONS INC.  
 WCF 2010 PRODUCTIONS INC.  
 WCF 2011 PRODUCTIONS INC.  
 WCF 2012 PRODUCTIONS INC.  
 WCF 2013 PRODUCTIONS INC.  
 WCF 2014 PRODUCTIONS INC.  
 WCF 2015 PRODUCTIONS INC.  
 WCF PRODUCTIONS INC.  
 WE CAN PRETEND INC.  
 WEAPON FILMS INC.  
 WEDNESDAY'S CHILD PRODUCTIONS INC.  
 WEEPING WILLOW PRODUCTIONS LTD.  
 WEIGHT OF WATER LTD.  
 WEIRDOS THE FILM INC.  
 WELCOME PRODUCTIONS LTD.  
 WEREFILMS ALBERTA INC.  
 WET SEASON PRODUCTIONS  
 WG PRODUCTIONS INC.  
 WHAT WE HAVE PRODUCTIONS INC.  
 WHIRLIGIG PRODUCTIONS INC.  
 WHISKEY BUSINESS PRODUCTIONS INC.  
 WHISTLEBLOWER (GEN ONE) CANADA INC.  
 WHITE COMMISSION LTD.  
 WHITE EAGLE ENTERTAINMENT INC.  
 WHITE HOUSE PRODUCTIONS LTD.  
 WHITE KNUCKLES PRODUCTIONS  
 WHITE LIGHTNING MEDIA  
 WHITE PINE PICTURES INC.  
 WHITE RAVEN FILM PRODUCTIONS LTD.  
 WHITE WING ENTERPRISES LTD.  
 WHIZBANG FILMS INC.  
 WHO IS HANNAH PRODUCTIONS INC.  
 WHOLE THING PRODUCTIONS INC.  
 WHY HORROR? 2013 INC.  
 WHYTE FILM PRODUCTIONS INC.  
 WIDOW PRODUCTION CORP.  
 WIFE PRODUCTIONS  
 WILBUR PRODUCTIONS (SEASON I-II) INC  
 WILD ONTARIO MEN INC.  
 WILD ZONE FILMS (RINA FRATICELLI)  
 WILDFIELD PRODUCTIONS INC.  
 WILL & DEWITT PRODUCTIONS INC.  
 WILLOW PICTURES INC.  
 WIND CHRISTMAS PRODUCTIONS INC.  
 WIND CITY PRODUCTIONS INC.  
 WIND CITY PRODUCTIONS INC.

WIND ON THE BRIDGE PRODUCTIONS (SV) INC.  
 WINDBORNE PRODUCTIONS (KAREN PASCAL)  
 WINGARANO PRODUCTIONS INC.  
 WINGFIELD PRODUCTIONS INC.  
 WINGIN IT II PRODUCTIONS LTD.  
 WINGIN IT III PRODUCTIONS LTD.  
 WINNING PRODUCTIONS INC.  
 WINSTON PRODUCTIONS (ON) INC.  
 WINTERDANCE PRODUCTIONS INC.  
 WINTERSET (1996) PRODUCTIONS INC.  
 WISECRACKER PRODUCTIONS II (ON) INC.  
 WISECRACKER PRODUCTIONS III (NS) INC.  
 WISECRACKER PRODUCTIONS INC.  
 WISEGIRL FILMS INC.  
 WISHLIST PILOT PRODUCTIONS INC.  
 WITCHBLADE PRODUCTIONS  
 WK 3 PRODUCTIONS INC.  
 WK 4 PRODUCTIONS INC.  
 WK2 PRODUCTIONS INC.  
 WL FILMS  
 WOLF COP PRODUCTIONS INC.  
 WOLF EYES FILMS INC.  
 WOLFSON BELL PRODUCTIONS  
 WOLVES (COPPERHEART) PRODUCTIONS INC.  
 WOMAN SCORNE PRODUCTIONS INC.  
 WONDERFUL PRODUCTIONS INC.  
 WONDROUS LIGHT INC.  
 WOODS ENTERTAINMENT INC.  
 WOODY'S ROADSHOW PRODUCTIONS INC.  
 WORD OF HONOR (VOICE) INC.  
 WORKING ANIMALS PRODUCTIONS INC.  
 WORKING ON THE EDGE PRODUCTIONS  
 WOTW PRODUCTIONS INC.  
 WP PRODUCTIONS INC.  
 WRINKLE FREE PRODUCTIONS INC.  
 WT CANADA PRODUCTIONS LTD.  
 WT CANADA PRODUCTIONS LTD.  
 WU PROJECT PRODUCTIONS INC.  
 WUMM PRODUCTIONS INC.  
 WYNONNA EARP PRODUCTIONS INC.

**X**

X COMPANY II PRODUCTIONS LIMITED  
 XCHANGE PRODUCTIONS ONTARIO INC.  
 XENOLINGUISTICS CANADA INC.  
 XENOPHILE MEDIA INC.  
 XIII SERIES 2 INC. X SPOT INC.  
 XIII SERIES INC.  
 XIII TELEVISION PRODUCTIONS INC.  
 XMAS HEART FILMS INC.  
 XMAS STORY (COPPERHEART) PRODUCTIONS INCORPORATED  
 XMAS WITH TUCKER PRODUCTIONS (ONTARIO) INC.  
 XPM SERIES I INC.

X-ROCK PICTURES INC.  
**Y**  
 YAM ROLL I PRODUCTIONS INC.  
 YANKEE DOODLE PRODUCTIONS I INC.  
 YANKEE DOODLE PRODUCTIONS II INC.  
 YANKEE DOODLE PRODUCTIONS INC.  
 YAP FALLEN PRODUCTIONS INC.  
 YARD (SERIES I) PRODUCTIONS INC.  
 YDP PRODUCTIONS INC.  
 YEAR OF THE LION PRODUCTIONS  
 YELLOW CARD PRODUCTIONS INC.  
 YELLOW NOTEBOOK PRODUCTIONS INC.  
 YESTHISIS PRODUCTIONS INC.  
 YETI FILMS INC.  
 YFS PRODUCTIONS INC.  
 YOKO 1 PRODUCTIONS INC.  
 YOUNG FAUST 3 PRODUCTIONS INC.  
 YOUNG FAUST PRODUCTIONS INC.  
 YOUR AD HERE PRODUCTIONS  
 YP PRODUCTIONS INC.  
 YUB YUBS PRODUCTIONS INC.

**Z**

Z FILMS INC.  
 ZACHARY VITO  
 ZACK PRODUCTIONS  
 ZARK ENTERTAINMENT INC.  
 ZEBO PRODUCTIONS INC.  
 ZED CROOK LTD.  
 ZED CROOK LTD.  
 ZED FILMWORKS (CORRUPT) INC.  
 ZED FILMWORKS ZEE FLAS  
 ZERO FILMS  
 ZIFF PRODUCTIONS LTD.  
 ZONE 3-XXXVI INC.  
 ZOS PRODUCTIONS INC.

## **APPENDIX 2**

### **NEGOTIATION PROTOCOL**

(see Article A103)

ACTRA and the Producers' Associations (CMPA and AQPM) agree that adherence to this Protocol is fundamental to their relationship, especially during the process of bargaining the renewal of the IPA. As such, the terms and conditions of this Protocol shall be in effect during the term of the IPA and shall govern the negotiations leading up to a "strike" or "lockout" position.

#### **1.0 Agreement to Follow Terms of Protocol**

- 1.1 ACTRA recognizes each Producers' Association as the sole and exclusive bargaining agent for those of their respective Producer members who (i) are deemed to be Parties to this Agreement pursuant to Article A103(a), or (ii) execute a Voluntary Recognition Agreement appointing one of the CMPA or the AQPM as its exclusive bargaining agent, pursuant to Article A103(b), at any time during the term of the IPA.

The terms of this Negotiation Protocol shall govern the negotiations of the Parties to the IPA for the renewal of this Agreement.

ACTRA and the Producers' Associations agree that maintaining the integrity of the IPA as a national agreement is the shared goal of the parties.

Neither ACTRA nor the Producers' Associations will seek to challenge the validity of the IPA or its underlying legal foundation or any terms of this Protocol on any basis, including, without limitation, the following:

- (i) ACTRA's status to represent performers;
- (ii) CMPA's status to represent Producers in Canada;
- (iii) AQPM's status to represent Producers in Quebec.

- 1.2 In accordance with the unique nature of their industry and their historical relationship, ACTRA and the Producers' Associations agree that any dispute arising out of this Protocol shall be resolved only through the dispute resolution mechanisms contained in this Protocol. The Parties consider this to be a fundamental agreement and expressly commit to not seek to resolve such disputes through any court, statutory tribunal or conciliation process except as

expressly set out herein and except as may be statutorily mandated in the Province of Quebec.

- 1.3 To provide even greater clarity to Section 1.5 above and without limitation, neither ACTRA nor the Producers' Associations shall raise in any proceeding specifically between these Parties, questions such as the following:
  - (i) whether Performers are or are not independent contractors, dependent contractors or employees;
  - (ii) whether or not Producers are employers;
  - (iii) whether or not the IPA is a collective agreement as defined by labour relations legislation.

## 2.0 **Written Authorization to Bargain**

- 2.1 Each Producer giving its Association authorization to bargain on its behalf shall, as a condition of giving such authorization, be bound by the decisions made by the Associations on its behalf.
- 2.2 Once such authorization is given, such member shall be precluded from negotiating separately with ACTRA or from entering into any agreement with ACTRA different from the Agreement negotiated by the Associations and ratified by their members. Similarly, ACTRA shall be precluded from entering into any negotiations or reaching any agreements with respect to any matters that are the subject of negotiations between the Associations and ACTRA with any member of the Associations who has authorized the Associations to act on its behalf.
- 2.3 As per Article A601 of the IPA, except by prior agreement with the Associations, ACTRA agrees that for the term of the renewed IPA, and for the freeze period set out in Paragraph 5.1 herein, it shall not enter into any agreement with any Producer in independent production at rates or terms more favourable to the Producer than those set forth in the renewed IPA. In the event that ACTRA should enter into such agreement, then the Producer(s) signatory to this Negotiation Protocol shall have the option of replacing the rates or terms so agreed upon for the similar rates or terms contained in the IPA.
- 2.4 Upon notice being given by either Party pursuant to Article G102, the Associations shall deliver to ACTRA a list of all members on whose behalf they have been authorized to bargain, and ACTRA shall deliver

to the Associations a list of Producers that have executed this Protocol. Such list shall be delivered by the Associations within thirty (30) days of such notice having been given.

- 3.0 **Negotiating Team** ACTRA agrees to recognize the negotiating team appointed by the Associations as the sole bargaining agent for all Producers who have authorized the Associations to act on their behalf in accordance with this Protocol.
- 4.0 **Agreement to Bargain in Good Faith** The Parties agree to meet within forty-five (45) days of notice having been given and to commence to bargain in good faith and to make every reasonable effort to enter into a new Agreement.
- 5.0 **Freeze** While bargaining continues, and until the right to strike or to lock out has accrued pursuant to this Protocol, the terms and conditions of the current IPA shall continue in full force and effect, and neither Party shall threaten to alter any of the terms thereof. In particular, without limiting the generality of the foregoing, the Producers shall not alter any rates or any other term of the current IPA, or any right or privilege of the Performers in the bargaining unit, or any right or privilege of ACTRA until the requirements of Paragraph 7.1 have been met, unless ACTRA consents to the alteration in writing.
- 6.0 **Conciliation**
- 6.1 After notice to bargain has been given, either Party may request the assistance of a conciliation officer. Such a request shall be made by the Party giving written notice to the other Party or Parties of its desire to obtain the assistance of a conciliation officer. Such notice shall contain the names of three (3) persons whom the Party giving notice is prepared to accept as a conciliation officer. The proposed officers shall be neutral persons who have no direct interest in the subject matter of the negotiations, and who have not acted as employee, agent, or advisor for either of the Parties or for an interested Party in any previous proceedings between the Parties or their members.
- 6.2 The Party receiving such notice shall within ten (10) days reply in writing accepting the appointment of one of the conciliation officers suggested by the other Party, or shall indicate that none of the suggested conciliation officers is acceptable. The Party responding may suggest alternative conciliation officers as part of their written

response and the Party giving original notice of a request for conciliation shall either accept such alternative suggestion or, in the alternative, within ten (10) days of receipt of the notice request the federal Minister of Labour to appoint a conciliation officer. No Party shall raise any challenge to such a request of the Federal Minister of Labour. If, for any reason, the Federal Minister of Labour fails or refuses to make an appointment, any Party may request an Arbitrator to make the appointment using the process described in Section 8 below.

- 6.3 Where a conciliation officer has been agreed to by the Parties or appointed by the federal Minister of Labour, such officer shall forthwith confer with the Parties and endeavour to assist them in entering into a new Agreement.
- 6.4 The Parties agree to co-operate with such conciliation officer and to make every reasonable effort to enter into a new Agreement. No Party shall challenge the jurisdiction or authority of a conciliation officer who has been agreed or appointed under Section 6.2 above.
- 6.5 After the Parties have met with such officer and made every reasonable effort to enter into a new Agreement without success, either Party shall have the right to request a report from the conciliation officer. Such report shall be sent to all Parties and to the federal Minister of Labour and shall advise the Parties that a new Agreement has not been made.
- 6.6 The Parties agree that the fees and expenses of such conciliation officer, if not paid by the federal Department of Labour, shall be paid equally by ACTRA and the Associations.

## **7.0 No Strike or Lockout**

- 7.1 The Parties agree that neither ACTRA nor any agent of ACTRA shall declare or authorize a strike against any Producer on whose behalf the Associations have been authorized to negotiate, until the term of the Agreement has expired and until fifteen (15) days have elapsed from the date on which the conciliation officer sent the report to the Parties and the Minister, as set out in Paragraph 6.5.
- 7.2 The Parties agree that neither the Associations nor any agent of the Associations nor any Producer on whose behalf the Associations have been authorized to negotiate shall declare or cause a lockout, until the term of the Agreement has expired and until fifteen (15) days have elapsed from the date on which the conciliation officer

sent the report to the Minister, as set out in Paragraph 6.5.

- 7.3 The Parties agree that there shall be no strike against any Producer nor any lockout by any Producer on whose behalf the Associations have been authorized to negotiate, unless there is a strike against all Producers or a lockout by all Producers on whose behalf the Associations have been authorized to negotiate. In other words, a strike or lockout called under this Protocol shall be a national strike or lockout affecting all jurisdictions.
- 7.4 The Parties to this Agreement, the individual members of ACTRA, and all of the Producers who have authorized the Associations to bargain on their behalf agree that ACTRA shall be authorized and permitted to call a strike in compliance with the terms of this Appendix, notwithstanding the fact that ACTRA may not have complied with the statutory provisions of any labour legislation in any of the provinces or territories of Canada, and further agree that ACTRA and its members shall be entitled to legally strike in any such province or territory so long as the provisions of this Appendix have been adhered to. Nothing prevents ACTRA from concurrently, or subsequently, complying with provincial labour legislation to place itself in strike positions in all jurisdictions in accordance with provincial law should it so choose. The Producers will not impede that process.
- 7.5 The Parties to this Agreement, the individual members of ACTRA, and all of the Producers who have authorized the Associations to bargain on their behalf agree that the Associations shall be authorized and permitted to declare a lockout in compliance with the terms of this Appendix, notwithstanding the fact that the Producers may not have complied with the statutory provisions of any labour legislation in any of the provinces or territories of Canada, and further agree that the Associations and their members shall be entitled to legally declare such lockout in any such province or territory so long as the provisions of this Appendix have been adhered to. In other words, a lockout called under this Protocol shall be a national lockout affecting all jurisdictions.
- 7.6 The Parties to this Negotiation Protocol agree that “strike” and “lockout” shall have the same meaning as those terms have under the Canada Labour Code. For further clarity, the Parties agree that a refusal by Performers, in concert, in combination, or in accordance with a common understanding, to enter into contractual relations with a Producer shall constitute a strike within the meaning of this

## Negotiation Protocol.

### 8.0 Enforcement

- 8.1 The Parties agree that either Party (meaning ACTRA on the one hand and the Producers' Associations on the other) shall have the right to enforce the provisions of this Appendix by reference to arbitration, as set out in and in accordance with Appendix 11. The process for arbitration is as follows:
- (a) The Parties agree that Marilyn Nairn, Mary Ellen Cummings and Rick MacDowell are deemed acceptable to the Parties.
  - (b) The Party requesting the arbitration shall provide a copy of the list of three arbitrators to the responding party, with one of the names struck out.
  - (c) The Responding Party shall have three (3) business days to strike a second name from the list after which time the remaining person shall be deemed to be appointed, subject only to his/her availability to meet the parties within fifteen (15) business days and his/her willingness to accept the appointment.
  - (d) If the Responding Party fails to strike a name from the list in the time provided herein, the Party requiring assistance of the Arbitrator shall have the right to appoint either remaining name.
  - (e) The alternative Arbitrator shall replace the three named arbitrators if any are either no longer practicing or willing to accept appointments under this Article 8.
  - (f) If, for any reason, the Parties are unable to effect the appointment of an Arbitrator as provided herein, then either Party may make written application to the federal Minister of Labour or designate, with copy to the other Party, to request an appointment within ten (10) business days of the date of such application. No party shall challenge the jurisdiction or authority of an Arbitrator who has been agreed or appointed under this provision.
- 8.2 The Parties further agree that a breach of the terms and conditions of this Appendix shall be a breach of the duty to bargain in good faith and an arbitrator appointed as provided for herein shall be entitled to order what action any Party should take or refrain from taking in order to force compliance with this Appendix. The Parties further



agree that such Arbitrator shall have the power and jurisdiction under this Protocol and Appendix 11 to fashion a remedy appropriate in the circumstances.

- 8.3 Following the exhaustion of the conciliation process and the freeze under this Protocol, either Party may give written notice to the other Party to terminate forthwith the IPA including all appendices and the IPA will thereby be terminated, except that alleged breaches of Articles 7.3 to 7.6 inclusive remain enforceable under Article 8.2. A legal proceeding under the IPA that is commenced prior to the expiry of the IPA will not be affected by the termination of the IPA.

### **APPENDIX 3**

## **VOLUNTARY RECOGNITION AGREEMENT**

(see Article A103)

Prior to production, Producers who are not listed in Appendix 1 but who agree to become parties to this Agreement shall sign the following Voluntary Recognition Agreement and forward it to the National Executive Director or Branch Manager of the local ACTRA office. The executed Voluntary Recognition Agreement shall constitute a binding and irrevocable obligation by the Producer to the terms and conditions of this Agreement.

### **Voluntary Recognition Agreement**

I, \_\_\_\_\_ [print name of individual], on behalf of the Producer, hereby acknowledge receipt of the Independent Production Agreement, effective from January 1, 2016, to December 31, 2018, and covering Performers in independent production, between the Canadian Media Producers Association (“the CMPA”), Association Québécoise de la Production Médiatique (“the AQPM”), and the Alliance of Canadian Cinema, Television and Radio Artists (“ACTRA”), and state that I am authorized to execute this Agreement on behalf of \_\_\_\_\_ (“the Producer”).

The Producer hereby acknowledges that by executing this Voluntary Recognition Agreement, it is becoming signatory to said Agreement. The Producer agrees to abide by and conform to all the terms and conditions contained herein.

The Producer recognizes that ACTRA is the exclusive bargaining agent of Performers as defined in the IPA, and recognizes the Producer’s Association of which it is a member as the Producer’s sole and exclusive bargaining agent.

Check one of the following:

For Association Members:

- The Producer hereby certifies that it is a Member in Good Standing of the following organization:

CMPA: Membership No. \_\_\_\_\_

The Negotiation Protocol set out in Appendix 2 of the IPA is hereby incorporated herein by reference, and, by signing this document, the Producer appoints the CMPA as its exclusive bargaining agent, authorized

to bargain on its behalf, and agrees that it shall be bound by the terms and conditions of the Agreement, which is the result of collective bargaining between the Associations, on the one hand, and ACTRA, on the other hand, subject to ratification.

OR

- The Producer hereby certifies that it is not a Member in Good Standing of the CMPA or the AQPM. The Negotiation Protocol set out in Appendix 2 of the IPA is not incorporated herein by reference, and the Producer does not appoint any Association as its exclusive bargaining agent.

A copy of this Voluntary Recognition Agreement shall be forwarded to the CMPA and the AQPM.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Producer

\_\_\_\_\_ (name)

\_\_\_\_\_ (phone number)

\_\_\_\_\_ (address) \_\_\_\_\_ (fax number)

Per \_\_\_\_\_ (signature) \_\_\_\_\_ (type or print name)

\_\_\_\_\_ (title of Production)

Receipt of the above Voluntary Recognition Agreement/Negotiation Protocol is hereby confirmed by ACTRA.

Per \_\_\_\_\_ (signature) \_\_\_\_\_ (type or print name)

\_\_\_\_\_ (month/day/year) \_\_\_\_\_ (branch)

## **APPENDIX 4**

### **PRESERVATION OF BARGAINING RIGHTS**

(see Article A107)

Whereas the Parties agree that the purpose of the inclusion of this Appendix 4 relates to the existence of “related employer” and “successor employer” provisions in the various applicable provincial and federal acts governing labour relations in Canada, the Parties have included this Appendix 4 as part of the IPA in order to provide for consistent application of existing Canadian law in the various jurisdictions covered by the IPA.

The Parties recognize that the independent film and television production industry is unique in many ways. Including these provisions as part of the IPA is intended to provide for the appointment of adjudicators who are acquainted with the film and television industry to interpret rights and obligations otherwise contained in existing Canadian law in a consistent manner across the country. The Parties are of the view that consistency of application and predictability of result will help to foster a stable and prosperous industry throughout Canada. The Parties further acknowledge that Appendix 4 is not intended to create rights or obligations that do not already exist in Canada. This Appendix 4 is designed to ensure that existing rights or obligations as set out in Canadian law are interpreted and applied in a uniform manner across the country with due regard to the unique aspects of the independent film and television production industry.

#### **1.0 Preservation of Bargaining Rights**

- 1.1 The CMPA and the AQPM (“Producers’ Associations”) acknowledge and agree that ACTRA is the sole and exclusive bargaining agent for the Performer members covered by the Independent Production Agreement (“IPA”).
- 1.2 A Producer that has agreed to be bound or is presently bound to this IPA, either through the process envisaged by Article 2 of Appendix 2 or by executing a Letter of Adherence, shall be referred to as a “Signatory Producer” for the purposes of application and enforcement of the terms of this Appendix.
- 1.3 Each Producers’ Association shall take concrete steps to obtain from each of its members a Voluntary Recognition Agreement to the IPA, which Agreement shall bind each member to the terms of this IPA.

- 1.4 ACTRA has the right to allege that a Signatory Producer is attempting to avoid the bargaining relationship with ACTRA established under the terms of Appendix 2 and/or to avoid or defeat the terms and conditions of this Appendix of the IPA.
- 1.5 ACTRA shall make any allegations of violation of any of the provisions of this Appendix by means of a notice setting out the particulars upon which the allegations are based. The notice shall be sent by fax and by registered mail to the Signatory Producer, the Producers' Associations, and any corporate or individual parties that are involved in the alleged attempt to avoid or defeat the bargaining rights of ACTRA arising from the terms of the IPA.
- 1.6 The responding parties shall be allowed eight (8) business days, from the date the notice was sent by registered mail, in which to file a response outlining their respective positions.
- 1.7 All parties shall endeavour to settle all outstanding issues arising from the notice and response(s) within the next five (5) business days.
- 1.8 Failure to reach a settlement shall entitle ACTRA to refer the matter to final and binding arbitration. The arbitration procedure shall be governed in all respects by the provisions of Appendix 11.
- 1.9 The Parties agree that the Arbitrator shall have jurisdiction to apply, enforce, and interpret, in the same manner as the board, the provisions of Section 35 (single employer declaration) and Sections 44, 45 and 46 (successor employer provisions) of the Code, which provisions have been modified and are reproduced in this Appendix.
- 1.10 The Arbitrator shall have the jurisdiction to apply and shall apply the jurisprudence relevant to the interpretation and application of the above noted legislative provisions (and similar legislative provisions), which above noted provisions are incorporated by reference into this Agreement.
- 1.11 The Arbitrator shall be selected from among the following list, proceeding sequentially, based on which person has a date available forty-five (45) days from the date of the referral, or as agreed by the Parties:
  - (a) where the Signatory Producer's head office is in Ontario or east of Quebec: Rick MacDowell, Marilyn Nairn, Innis Christie, Bruce Outhouse;

- (b) where the Signatory Producer's head office is west of Ontario: Keith Oleksiuk, Vince Ready;
- (c) where the Signatory's head office is in Quebec: Serge Brault, or Lyse Tousignant.

2.0 **Section 35 of the Code: Single Employer Declaration** Where, in the opinion of the Arbitrator, associated or related undertakings or businesses are operated by two or more Producers having common control or direction, the Arbitrator may, after affording the Producers a reasonable opportunity to make representations, by order declare that for all purposes of this Agreement, the Producers and the undertakings and businesses operated by them that are specified in the order are, respectively, a single Producer and a single undertaking or business.

### 3.0 **Sections 44, 45, and 46 of the Code: Successor Employer Provisions**

3.1 For the purposes of this Agreement,

- (a) "business" shall mean any undertaking or business and include one or more parts of a business;
- (b) "sell" in relation to a business includes the lease, transfer, and other disposition of the business.

3.2 Subject to sections 45(1) to 45(3) of the Code, where a Producer sells its business,

- (a) ACTRA, which is recognized by this Agreement as the trade union with exclusive bargaining rights for the Performers employed in the business, continues to be their bargaining agent,
- (b) the person to whom the business is sold is bound by the terms of this Agreement or by the terms of this Agreement as frozen by operation of law or by agreement of the Parties, and the person to whom the business is sold becomes a Party to any proceeding taken under this Agreement that is pending on the date on which the business is sold and that affects either the Performers employed in the business or ACTRA

3.3 Where any question arises under this Article 3 as to whether or not a business has been sold or as to the identity of a purchaser of the business, the Arbitrator shall determine the question.

3.4 Where a Producer sells its business and the Performers are intermingled with Performers of the Producer to whom the business is sold, and those Performers are represented by another trade

union, the Arbitrator will have jurisdiction to deal with all of the issues arising from said intermingling, provided that the other trade union agrees to be bound by the decision of the Arbitrator, and the provisions of sections 45(1) to 45(3) of the Code that shall apply are incorporated into this Agreement.





**APPENDIX 6**

**PRODUCTION GUARANTEE**

(see Article A516[g])

**Memorandum of Agreement**

dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

between

ACTRA

and

\_\_\_\_\_

\_\_\_\_\_

(“the Guarantor”)

[insert name and address of established Producer]

**Whereas** \_\_\_\_\_ (“the Producer”) intends to produce a Production entitled

\_\_\_\_\_ (“the Production”);

**And whereas** the Producer is a Party to the Independent Production Agreement Covering Performers in Independent Production between the Canadian Media Producers Association (CMPA) and Association Québécoise de la Production Médiatique (AQPM) and the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA), dated January 1, 2016 (“the IPA”);

**And whereas,** pursuant to Article A516 of the IPA, ACTRA is entitled to require that a Producer place security in the form of a cash deposit or letter(s) of credit at the time, in an amount, and in the manner set out in the IPA, unless a Production Guarantee in this form signed by an Approved Production Guarantor is accepted by ACTRA;

**And whereas** ACTRA has accepted the Guarantor as an Approved Production Guarantor;

Now therefore the Parties hereby agree as follows:

1. In consideration of ACTRA's foregoing the requirement that the Producer put up a cash bond or letter of credit, the Guarantor hereby guarantees payment of all monies that would otherwise be secured by a cash bond or letter of credit pursuant to Article A516(a) of the IPA, including the Advance on Use or residual fees, insurance, retirement, and administration payments related to the Production.
2. If, at any time, payment of any amount guaranteed herein is in default for more than fourteen (14) days, then ACTRA shall be entitled to deliver to the Guarantor a formal demand in writing outlining the specific sum involved and particulars of the default. On receipt of such demand, the Guarantor will forthwith pay to ACTRA the sum set out in such notice. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at all, the Guarantor will nevertheless pay the sum set out in such notice to ACTRA in trust, and ACTRA will hold such sum in trust in an interest-bearing account. Within five (5) days of such dispute's being resolved, ACTRA will refund to the Guarantor any sums determined to be in excess of what was owing by the Producer, along with accrued interest.
3. ACTRA shall have the unilateral right to terminate this Agreement and revert to the requirements of Article A516(b) or (c) of the IPA if the payment of any amount guaranteed herein is in default for more than fourteen (14) days after the Guarantor has been served with the demand provided for in Paragraph 2 herein.
4. The Guarantor shall be released from the guarantee given herein and all obligations resulting therefrom on the sooner of delivery to ACTRA of a Security Agreement, pursuant to Article A517(b), or delivery to ACTRA of a Distribution Guarantee or Distributor's Assumption Agreement from an Approved Distribution Guarantor, pursuant to Article A517(c).
5. The termination of this Agreement by ACTRA pursuant to Paragraph 3 herein shall in no way annul, terminate, or otherwise affect the obligations of the Guarantor with respect to any amounts accruing prior to the date of such termination by ACTRA, subject to Paragraph 4 herein.
6. If ACTRA terminates this Agreement pursuant to paragraph 3 herein, the Producer shall, within forty-eight (48) hours of receipt of written notice of such termination, post security in the form of a cash deposit or letter(s) of credit in accordance with Article A516(a) of the IPA. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at all, the Producer will nevertheless pay the sum set out in such notice to

ACTRA in trust, and ACTRA will hold such sum in trust in an interest-bearing account. Within five (5) days of such dispute's being resolved, ACTRA will refund to the Producer any sums determined to be in excess of what was owing by the Producer, along with accrued interest. In witness whereof the Parties hereto have executed this Agreement as of the date hereinabove firstly mentioned

Producer

Approved Production Guarantor

Per \_\_\_\_\_

Per \_\_\_\_\_

\_\_\_\_\_  
(name of Signatory Producer)

\_\_\_\_\_  
(name of Guarantor)

\_\_\_\_\_  
(address of Signatory Producer)

\_\_\_\_\_  
(address of Guarantor)

\_\_\_\_\_  
(phone number of Signatory  
Producer)

\_\_\_\_\_  
(phone number of Guarantor)

\_\_\_\_\_  
(fax number of Signatory  
Producer)

\_\_\_\_\_  
(fax number of Guarantor)

ACTRA Branch

Per \_\_\_\_\_

\_\_\_\_\_  
(name of branch representative)

\_\_\_\_\_  
(branch)

**APPENDIX 7A**  
**SECURITY AGREEMENT**  
(see Article A517[b])

*The Producer shall sign the following Security Agreement and forward it to the local ACTRA office.*

This Security Agreement, made pursuant to Article A517(b) of the Independent Production Agreement (“the IPA”) dated January 1, 2016 to December 31, 2018, is dated this \_\_\_\_\_ day of \_\_\_\_\_,

Between \_\_\_\_\_ (the Debtor) and ACTRA

and the ACTRA Performers’ Rights Society (collectively “ACTRA”)

re \_\_\_\_\_ (“the Production”).

Whereas the Debtor is authorized and entitled to provide this Security Agreement in respect of the Production,

1. This Security Agreement is entered into between the Debtor and ACTRA to secure the performance by the Debtor of all its obligations under Part B of the IPA. Said obligations include, but shall not be limited to, the obligation to pay Performers in the Production any compensation due and payable under the terms of Part B of the IPA (i.e., residual payments, Use fees, or other payments provided for in Part B of the IPA).
2. The parties acknowledge and agree to be bound by the terms, conditions, and definitions contained in the Standard Security Terms in Appendix 7B.
3. ACTRA specifically acknowledges and agrees that this Security Interest shall be subject and subordinate to the Security Interests of the parties listed below. If the Security Interest of any listed party is not registered at the time of the registration of this Security Interest, ACTRA will agree to provide, at no cost to the Debtor, any subordination agreements required:

(a) \_\_\_\_\_ (b) \_\_\_\_\_

(c) \_\_\_\_\_ (d) \_\_\_\_\_

(e) \_\_\_\_\_ (f) \_\_\_\_\_

Failure of the Debtor to list all those parties with a prior Security Interest shall not be a violation of this Security Agreement, provided such Security Interest is registered.

4. **Subordination of ACTRA Security Agreement** Pursuant to Paragraph 7.1 of the Standard Security Terms, ACTRA agrees that its Security Interest will rank subordinate to the Security Interests of the parties listed in Paragraph 3. The intent of this provision is that generally the Security Interests of the following parties will enjoy priority over ACTRA’s Security Interest: chartered banks, trust companies, or other recognized lending institutions; government-funded financiers; and, subject to prior written approval of ACTRA, other lenders or financiers that specifically require priority and that are providing project financing in respect of the Production.

The Debtor represents and warrants as follows:

(a) Debtor’s legal name, principal place of business, and mailing address (if the Debtor is an individual, his/her birthdate must be supplied).

\_\_\_\_\_  
\_\_\_\_\_

(b) Address at which the Debtor keeps its records concerning accounts and contracts with respect to which a Security Interest is herein granted (if different than above).

\_\_\_\_\_  
\_\_\_\_\_

(c) The negatives in connection with the Production will be processed by

\_\_\_\_\_

(d) The positive copies of the Production for distribution will be made by

\_\_\_\_\_

(e) The Debtor is duly organized and exists under the laws of the province/state/country of \_\_\_\_\_, and is

not restricted by its charter documents or otherwise from entering into this Security Agreement.

- (f) The copyright in Production has been or upon its completion will be duly registered in the following countries:

\_\_\_\_\_ ,

free and clear of adverse claims and liens other than those created hereby or as disclosed in Paragraph 3 hereof.

- (g) If the Debtor is not the Producer, the Producer is

\_\_\_\_\_

and its place of business is \_\_\_\_\_

- (h) It is in receipt of a copy of the IPA, this Security Agreement, and the Standard Security Terms.

In witness whereof the Debtor has executed this Security Agreement at

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_ .

Debtor

Per \_\_\_\_\_

(signature)

Per \_\_\_\_\_

(signature)

\_\_\_\_\_

(print name and title)

\_\_\_\_\_

(print name and title)

**Acknowledgment**

ACTRA Branch

ACTRA Performers' Rights Society

Per \_\_\_\_\_

Per \_\_\_\_\_

(print name, title, and branch)

(print name and title)

Date \_\_\_\_\_

(month/day/year)

## **APPENDIX 7B**

### **STANDARD SECURITY TERMS**

(see Article A517[b])

#### **1.0 Parties and Nature of the Relationship**

- 1.1 The Security Agreement is entered into between the Debtor and ACTRA to secure the performance by the Debtor of its Secured Obligations (defined herein at Paragraph 3) and to make the Collateral (defined herein at Paragraph 4) security for such Secured Obligations, to the fullest extent allowed by applicable law.
- 1.2 The Secured Parties are ACTRA , which is the exclusive bargaining agent for all of the Performers who worked on the Production, and the ACTRA Performers' Rights Society, a corporation whose function includes the collection and distribution of Use fees and residuals.
- 1.3 The Debtor acknowledges that the Secured Parties, collectively referred to as ACTRA, are thus entitled to represent the Performers in respect of any and all current and continuing claims for payment of Use fees, residuals, and other amounts payable under Part B of the IPA.
- 1.4 Name and address of the Secured Parties:  
ACTRA  
Fax: 1 (416) 489-8076  
  
ACTRA Performers' Rights Society Fax: 1  
(416) 489-1040  
625 Church Street, 3rd Floor Toronto,  
ON M4Y 2G1
- 1.5 The Debtor warrants and represents that, under the terms of this Agreement, it is primarily liable for all obligations to report and remit residual payments, Use fees, and other payments arising from the terms and conditions contained in Part B of the IPA, as if it were a signatory to the IPA, and the terms of the IPA are hereby incorporated by reference.

#### **2.0 Creation of Security Interest**

- 2.1 The Debtor hereby grants to ACTRA, in addition to any other rights or benefits previously granted by contract, collective Agreement, or otherwise, for value received and to secure the performance of the obligations under this Security Agreement and as a general and

continuing collateral security for the payment of the full sum of Performers' Fees, including but not limited to Use and residual fees and for the due performance, observance, and fulfillment of the obligations of the Producer/Debtor, a Security Interest by way of a charge ranking subordinate to those Secured Parties set out in Paragraph 7.1 hereof, but otherwise in first position in respect of the Collateral as defined herein, whether now owned or hereafter acquired directly or indirectly by the Debtor, whether now existing or hereafter arising, pursuant to the Personal Property Security Act, R.S.O. 1990, c. P.10 ("the PPSA") and the property described herein (hereinafter referred to as "the Collateral").

2.2 All phrases that are defined in the IPA and not otherwise defined in this Security Agreement shall have the meaning ascribed by the IPA, and all phrases not otherwise defined in this Security Agreement shall have the meaning ascribed by the PPSA.

3.0 **Obligations** For certainty, the Obligations shall include, but shall not be limited to,

- 3.1 the obligation to pay to Performers any and all fees due for their services performed or to be performed in the Production and any and all compensation due by reason of the distribution of all or part of the Production, in accordance with and as defined by the terms of the IPA; and
- 3.2 the obligation to pay insurance and retirement savings contributions for the benefit of Performers, in accordance with the IPA, subject to any of the above obligations being assumed in writing by another entity by means of a Purchaser's Assumption Agreement or a Distributor's Assumption Agreement, with approval of ACTRA (not to be unreasonably withheld), whereupon they shall be excluded from the obligations secured hereunder; and
- 3.3 the full, timely, and faithful performance by the Producer of all terms, provisions, covenants, conditions, agreements, and obligations contained in or contemplated by this Security Agreement and the IPA.

4.0 **Collateral**

- 4.1 "Collateral" means all right, title, and interest of the Producer in and to the Production, each of the component elements thereof, and all rights appurtenant thereto, together with any and all proceeds and avails thereof. For certainty, no right or interest with respect to sequels, prequels, remakes, spinoffs, or episodic series based on or derived



from the Production or any of its underlying works, nor any right to monies derived through the exploitation of ancillary, allied, underlying, and like rights such as merchandising, novelization, music publishing, soundtrack, and sequel rights. Any reference to the Collateral shall, unless the context requires otherwise, be deemed a reference to “the Collateral or any part thereof.” For certainty, the Collateral includes

- 4.1.1 all debts, accounts receivable, demands, and choses in action that are now due, owing, or accruing due or that may hereafter become due, owing, or accruing due to the Debtor and all claims of whatsoever nature or kind that the Debtor now has or may hereafter have, including claims against the Crown and claims under insurance policies;
- 4.1.2 all contracts, securities, bills, notes, lien notes, judgements, chattel mortgages, mortgages, and all other rights and benefits that now are or may hereafter be vested in the Debtor in respect of or as security for any of the said debts, demands, choses in action, and claims;
- 4.1.3 all books, accounts, invoices, letters, papers, and documents in any way evidencing or relating to any of said debts, demands, choses in action, and claims;
- 4.1.4 all negatives, videotapes, lavenders, dupes, soundtracks, and positive prints connected with the Production, whether in completed form or in some stage of completion, or any other media upon which the Production is recorded, and all rights in the said media and other assets related to the Production of any nature, and any proceeds therefrom now owned or that may from time to time be owned and acquired by the Debtor;
- 4.1.5 the single production right to the original idea and story upon which the Production is based and all scripts, screenplays, and other written materials used or to be used in connection with the Production;
- 4.1.6 synchronization rights in and to the lyrics, music, and musical compositions as may be owned or acquired by the Producer for use in the Production to the extent of such single use only;
- 4.1.7 all copyrights and licences obtained or to be obtained by

the Producer for use in connection with the Production to the extent of such single use only;

4.1.8 all sums obtained or to be obtained by the Producer from distribution, exhibition, and exploitation of the Production, including without limitation all moneys due or to become due to the Producer under any distribution agreements entered into by the Producer for distribution of the Production; and

4.1.9 all recoveries under insurance policies issued in connection with the Production.

4.2 The Debtor expressly warrants that to the best of its knowledge and belief it has good title to its interest in the Collateral now due and will have good title to its interest in the Collateral to become due, free and clear of all liens and encumbrances except for the Security Interest granted hereby, the Security Interests in Paragraph 7.1 hereof, or as disclosed to ACTRA, and that no restrictions exist or will exist, by agreement or otherwise, with respect to any of the said Collateral that impair the right of the Debtor to make this charge.

5.0 **Enforcement Costs** ACTRA acknowledges that it shall be solely responsible for all costs and expenses, including legal fees and disbursements, in perfecting and enforcing any of its rights under this Security Agreement, save and except as herein provided.

## 6.0 **Rights and Obligations of Debtor**

6.1 The Producer shall

6.1.1 at no cost, execute and deliver such further agreements, contracts, documents, and instruments (each a “Security Document”) as ACTRA may reasonably prepare, require to perfect, protect, or maintain the Security Interest provided for herein. If, within ten (10) business days of notice from ACTRA requesting any such Security Document, the Producer fails to execute and deliver it consistent with the rights of ACTRA or to provide ACTRA with notice specifying with particularity the Producer’s objection to so doing, then the Producer hereby irrevocably appoints ACTRA its true and lawful attorney-in-fact to execute, deliver, file, and record, on its behalf and in its name, such Security Document. ACTRA will promptly provide the Producer with

a true and complete copy of each Security Document executed by ACTRA under this paragraph, along with full information regarding each jurisdiction where it has been registered, filed, or recorded.

- 6.1.2 use all reasonable good-faith business efforts to defend, at its own cost and expense, the Producer's right, title, and interest in and to the Collateral, and the Security Interest and rights of ACTRA, against all claims of infringement and against any and all claims by third parties arising out of or resulting from the use in the Production of any story, adaptation, idea, impersonation, character, photograph, music, musical composition, or other material, provided that the Producer may satisfy this requirement if the Producer causes ACTRA to be named as an additional insured, as its interest may appear, on any standard policy of errors and omissions insurance maintained by the Producer or its successors in interest with respect to the Production.
- 6.2 ACTRA acknowledges that the Producer and its successors, licensees, and assigns are the persons undertaking the release and exploitation of the Production and all rights within or arising from it. ACTRA further acknowledges that prior to ACTRA's realizing on its Security Interest in accordance with this Security Agreement, nothing in this Security Agreement authorizes or permits ACTRA to delay, enjoin, impede, impair, or otherwise interfere with the development, production, distribution, advertising, marketing, turning to account, or other exploitation of the Production or any of the Collateral that is undertaken, authorized, permitted, or allowed by the Producer or any of its successors, licensees, or assigns in the sole exercise of their good-faith business judgement, and nothing in this Security Agreement requires or prevents the Producer or any of its successors in interest from taking or refraining from taking any action for any infringement or piracy of any rights in the Production or the Collateral. ACTRA agrees that the Producer has no obligation under this Security Agreement to release the Production or to exploit the Production or to realize any moneys with respect thereto in any manner.
- 6.3 Until default or unless otherwise agreed with the Secured Party, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner consistent with the provisions of this

Security Agreement. If the Debtor desires to change its principal place of business or mailing address from that described in Paragraph 5(a) above or if the Debtor wishes to move its records and accounts from that place described in Paragraph 5(b) above, or if the Debtor wishes to move the Production negatives or positive copies of the Production from the locations described in Paragraphs 5(b), 5(c), and 5(d) above, the Debtor shall notify the Secured Party of the relevant change and do all such acts and execute all such documents as are required by ACTRA to effectively preserve and perfect the Secured Party's security therein in the jurisdiction to which such assets have been moved. For clarity, nothing herein shall require the Debtor to notify ACTRA of the removal by any distributor of prints incorporating the Production.

- 6.4 The Debtor shall defend its own rights in the Collateral against the claims and demands of all persons. The Debtor shall use its best efforts to maintain the negative and positive copies of the Production in the Debtor's possession in a condition and state of repair that preserves the value of such Collateral. The Debtor will not knowingly commit or permit damage to or destruction of the negative of the Production.
- 6.5 The Debtor shall notify the Secured Party promptly of
- (a) any material change in the information contained in this Agreement (including the schedules hereto) relating to the Debtor, the Debtor's business, or the Collateral,
  - (b) the details of any change in name or address of the Debtor or location of the Collateral;
  - (c) the details of any disposition of the negative of the Production;
  - (d) the details of any claim or litigation materially affecting ownership of the Collateral;
  - (e) any material loss of or damage to the Collateral;
  - (f) any material default known to the Debtor by any distributor or broadcaster that materially affects the likelihood of further Use fees to ACTRA in respect of the Production.
- 6.6 The Debtor will conduct its business and affairs in a proper and efficient manner in accordance with applicable law and keep records relating to the Production in accordance with generally accepted accounting procedures. The Debtor shall pay all charges, taxes, assessments, claims, liens, and encumbrances relating to the Collateral or the Debtor's business and affairs when the same become due. The Debtor will promptly deliver to the Secured Party such information concerning

the Collateral, the Debtor, and the Debtor's business and affairs as the Secured Party may reasonably request.

## 7.0 Subordination of ACTRA Security Agreement

7.1 ACTRA acknowledges and agrees that the Security Interest will rank subordinate to security interests of the following: chartered bank, trust company, or other recognized lending institution; government-funded financiers; and (subject to the prior written approval of ACTRA) other lenders or financiers that specifically require priority providing project financing in respect of the Production. Specifically in respect of the Production, ACTRA hereby acknowledges and agrees that its Security Interest hereunder ranks subordinate to the security interests, whether registered or otherwise, of the following secured parties with respect to the Debtor and the Collateral:

Prior Secured Parties: \_\_\_\_\_

7.2 ACTRA further acknowledges that the Producer or its assigns, affiliates, or successors have licensed and may from time to time license certain rights in the Production to one or more distributors or licensees, which rights either have been or may be secured by security interests with respect to rights granted to them. ACTRA agrees that so long as all statements of receipts and payments have been in a timely way paid or made by such distributor or licensee to the Producer, with respect to the rights and territories granted to such distributor or licensee, ACTRA will not disturb the peaceful and quiet enjoyment of the rights granted to such distributor or licensee, nor attempt to enjoin, impair, or interfere with the exercise of its rights.

7.3 In the event that the Producer defaults (as per Article 8) and fails to adequately assert or protect its contractual or other rights to receive payments from third parties pursuant to licensing or distribution agreements or the like, the Debtor agrees that ACTRA shall have the right of subrogation and it shall be entitled to take any steps it deems necessary for the protection of such rights, including, but not limited to, the right to commence any legal action in the place of the Debtor. However, any such step or action shall be in ACTRA's name and at ACTRA's sole expense. ACTRA shall be reimbursed from any funds recovered for any and all reasonable costs of the action, audit, or the like in first position. All recovered funds shall be directed to be paid and held by a trustee, who will disburse such funds in accordance with entitlement.

- 8.0 Events of Default** The Debtor shall be in default under this Security Agreement upon occurrence of any of the following:
- 8.1 non-payment when due, whether by acceleration or otherwise, of any amounts secured by this Security Agreement, or the failure to comply with any provisions of Part B of the IPA in any material way, subject to Paragraph 8.2;
  - 8.2 failure to comply within thirty (30) days after written notice from the Secured Party demanding compliance with any provision contained in the IPA or this Security Agreement, and if compliance is not practically possible, failure to take steps that will produce compliance as soon as is reasonably practical;
  - 8.3 if any representation or statement made or furnished in this Security Agreement or under the IPA to the Secured Party by or on behalf of the Debtor proves in any material respect to have been false when made or furnished;
  - 8.4 bankruptcy of the Debtor; the filing against the Debtor of a petition in bankruptcy if such petition remains uncontested for thirty (30) days; the making of an authorized assignment for the benefit of creditors by the Debtor; the appointment of a receiver, trustee, or liquidator for the Debtor or for any asset of the Debtor if such appointment continues for thirty (30) days or more; or the institution by or against the Debtor of any type of insolvency proceeding or creditor rearrangement.
- 9.0 Secured Party Rights and Obligations**
- 9.1 In addition to the rights granted herein, the Secured Party may enforce any other rights and remedies it may have at law or in equity, and specifically shall have all rights and remedies of a secured party under the PPSA. All rights and remedies of the Secured Party shall be cumulative.
  - 9.2 The Secured Party shall have the right at any time upon reasonable notice to confirm the existence and state of the Collateral in any manner the Secured Party may consider appropriate, and the Debtor agrees to furnish all assistance as the Secured Party may reasonably request in connection therewith. Upon the occurrence of an event of default, the Debtor grants to the Secured Party or its agents access to all places where the Collateral may be located and to all premises occupied by the Debtor, for the purposes of inspection or obtaining possession.
  - 9.3 The Secured Party may appoint by instrument a receiver or other person to act on its behalf before or after default or in any insolvency or



like proceedings (“receiver” includes a receiver-manager). The appointee has all the powers of the Secured Party under this Security Agreement. In addition, on instructions from the Secured Party, the receiver shall be entitled in connection with any enforcement proceeding hereunder to carry on the business of the Debtor in respect of the Production, with all the powers that the Debtor would have to operate its business, for such time as the receiver determines advisable and in the best interest of the Secured Party.

- 9.4 The Secured Party may, subject to the Debtor’s rights under the PPSA, take possession of, collect, demand, sue on, enforce, recover, and receive the Collateral and give binding receipts and discharges therefor. The Secured Party in possession may, subject to the Debtor’s rights under the PPSA, use the Collateral as it sees fit, providing that any income from the Collateral is applied to the Debtor’s account. Upon default, the Secured Party may also, subject to the Debtor’s rights under the PPSA, sell, lease, or otherwise dispose of the Collateral in any commercially reasonable manner.
- 9.5 At any time after the occurrence of an event of default, the Secured Party may direct account debtors of the Debtor in respect of the Production to make all payments owing to the Debtor directly to the Secured Party, by notifying such account debtors of the Secured Party’s interest, either before or after default; and upon notice from the Secured Party to the Debtor, any payments received by the Debtor in respect of the Production, whether before or after notification to account debtors, shall be held by the Debtor in trust for the Secured Party in the same medium in which received, shall not be commingled with any assets of the Debtor, and shall be turned over to the Secured Party forthwith upon receipt.
- 9.6 The Debtor agrees to pay, subject to limitations under the PPSA or the IPA, all charges, including solicitors’, auditors’, receivers’, or like persons’ costs and remuneration, or other expenses reasonably incurred by the Secured Party or other party appointed by the Secured Party in operating the Debtor’s accounts, but the Secured Party shall pay the fees and expenses of preparing or otherwise enforcing the terms of this Security Agreement.
- 9.7 No variation, amendment (except for any schedule that may be added hereto pursuant to the provisions of this Agreement), or waiver of any provision of this Security Agreement shall be effective unless made by written agreement executed by the Parties to this Security Agreement. The Secured Party may remedy any default or perform any duty of the

Debtor hereunder or with respect to any indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Debtor. The Secured Party may grant extensions of time and other indulgences; take and give up securities; accept compositions, grant releases, and discharges; release the Collateral to third parties; and otherwise deal with the Debtor's guarantors or sureties and others, and with the Collateral and other securities, as the Secured Party may see fit, without prejudice to the liability of the Debtor or the Secured Party's right to hold and realize the Collateral.

- 10.0 **Successor Interests** This Security Agreement shall enure to the benefit of and be binding on the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 11.0 **Applicable Law** This Security Agreement shall be governed by the laws of the Province of Ontario, unless otherwise agreed by the Parties.
- 12.0 **Termination** Upon provision to ACTRA of a Purchaser's Assumption Agreement, a Distributor's Assumption Agreement, or a Distribution Guarantee in accordance with the provisions of the IPA, ACTRA shall be deemed to have discharged its security interest, and ACTRA shall, at the written request of and at no cost to the Debtor, cancel and discharge all security interests under this Security Agreement and execute and deliver to the Debtor such deeds or other instruments (collectively "Release Documents"; individually a "Release Document") as shall be required to effect such discharge, and to register notice of such discharge under the PPSA and such other jurisdictions as the Secured Party may have registered its security interest. If within ten (10) business days of notice from the Debtor requesting any such Release Document, ACTRA fails to execute and deliver it or to provide to Debtor notice specifying with particularity ACTRA's objection to so doing, then ACTRA hereby irrevocably appoints the Debtor its true and lawful attorney-in-fact to execute, deliver, file, and record on its behalf and in its name such Release Documents. The Debtor will promptly provide ACTRA with a true and complete copy of each Release Document executed by the Debtor under this Paragraph, along with full information regarding each jurisdiction where it has been registered, filed, or recorded.



**APPENDIX 8**

**DISTRIBUTION GUARANTEE**

(for Approved Distribution Guarantors: see Article A517[c])

The Guarantor shall sign the following Distribution Guarantee and forward it to the local ACTRA office.

Production \_\_\_\_\_

Date \_\_\_\_\_

Guarantor \_\_\_\_\_

Producer  
(if not Guarantor)

Address \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Fax \_\_\_\_\_

Address at which Guarantor keeps records concerning accounts and contracts (if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Negatives in connection with the Production will be processed by

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Positive copies of the Production for distribution will be made by

\_\_\_\_\_  
\_\_\_\_\_

The Guarantor has the following distribution rights in respect of the Production:

Media	Territory	Term

**Whereas** the Producer is a party to the Independent Production Agreement between the Canadian Media Producers Association (CMPA) and Association Québécoise de la Production Médiatique (“AQPM”) and the Alliance of Canadian Cinema, Television and Radio Artists (“ACTRA”) dated January 1, 2016 (“the IPA”);

**And whereas** the Production was produced by the Producer under the terms and conditions of the IPA;

**And whereas**, pursuant to Articles A516, A517, and A518 of the IPA, ACTRA has agreed to release other forms of security that it may hold in respect of the Production, provided that the Producer provides the ACTRA Performers’ Rights Society (“ACTRA PRS”) with a Distribution Guarantee from an Approved Distribution Guarantor in this form;

**And whereas** ACTRA has accepted the Guarantor as an Approved Distribution Guarantor;

Now therefore the Parties hereby agree as follows:

1. In consideration of ACTRA’s releasing and/or foregoing other forms of security that it may hold in respect of the Production, the Guarantor hereby unconditionally guarantees performance of the reporting requirements with respect to the distributing rights that the Guarantor has in the Production, as set out above, and unconditionally guarantees the payment of all amounts that may become due pursuant to Article B4 or Article B5 of the IPA in respect of the Distributor’s Gross Revenue generated from the distribution, exhibition, or exploitation of the Production, in all media and territories in respect of which the Guarantor holds distribution rights as set out above, including residual payments, Use fees, administration fees, and insurance and retirement payments related thereto that are now due or may become due to any Performer, ACTRA, the ACTRA PRS and/or the ACTRA Fraternal Benefit Society (“ACTRA FBS”) (collectively “ACTRA”).
2. ACTRA shall execute any and all documents necessary to discharge and terminate any and all security interests or encumbrances of any kind in relation to the Production, in respect of the media, territories, and terms set out above that ACTRA holds, that were previously granted to ACTRA, and shall file such documents with the appropriate government agency.
3. If the Guarantor transfers any interest in the distribution rights set out above to a third party and desires to be relieved of its obligations

- attached to those distribution rights, the Guarantor shall be released from this Guarantee to the extent that those distribution rights are transferred, on delivery to ACTRA of a Security Agreement pursuant to Article A517(b), a Distribution Guarantee, or Distributor's Assumption Agreement from another Approved Distribution Guarantor.
4. Nothing herein is intended, nor shall it be construed, to impose any greater obligations on the Guarantor than would apply to a Producer under the terms and conditions of the IPA. By the same token, the Guarantor shall be entitled to all the rights and benefits accorded to a Producer under the terms of the IPA.
  5. This Guarantee is a continuing guarantee binding upon the Guarantor and its successors and assigns, and enuring to the benefit of and enforceable by ACTRA and its successors and assigns. The obligations of the Guarantor hereunder shall not be discharged, affected, impaired, or released by any insolvency, bankruptcy, reorganization, merger, affiliation, liquidation, dissolution, or similar proceeding.
  6. The right of the Guarantor to distribute, exhibit, or exploit the Production, in the media and territories and for the terms described above, shall be subject to and conditioned upon the prompt reporting and payment of Use fees due in accordance with the terms set out in the IPA. It is expressly understood that so long as such reports are submitted and payments are made, neither ACTRA nor its members shall interfere with the Guarantor's quiet enjoyment of its right to distribute, exhibit, and/or exploit the Production in the territories and media and for the terms set out above.
  7. All notices, requests, demands, or other communications required or permitted pursuant to this Guarantee shall be governed by the terms and conditions of the IPA (see Article A108[d] and [e]).
  8. Copyright in the Production has been or, upon its completion, will be duly registered in the following countries: \_\_\_\_\_, free and clear of adverse claims and liens other than those created hereby or as disclosed herein.
  9. The Guarantor warrants that it is duly organized and exists under the laws of the province/state/country of \_\_\_\_\_, and is not restricted by its charter documents or otherwise from entering into this Guarantee.

In witness whereof the parties hereto have executed this Agreement as of the date hereinabove firstly mentioned.

Producer

Approved Distribution Guarantor

Per \_\_\_\_\_

Per \_\_\_\_\_

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(print name and title)

ACTRA Branch

ACTRA Performers' Rights Society

Per \_\_\_\_\_

Per \_\_\_\_\_

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(print name and title)

## APPENDIX 9

### DISTRIBUTOR'S ASSUMPTION AGREEMENT

(see Article A520 and A517)

The Guarantor shall sign the following Distribution Assumption Agreement and forward it to the local ACTRA office.

**Whereas** \_\_\_\_\_ (“the Distributor”) is an Approved Distribution Guarantor, and has acquired from (“the Producer”) certain rights in the Production entitled \_\_\_\_\_ (“the Production”);

**And whereas** the Production was produced pursuant to the ACTRA Independent Production Agreement Covering Performers in Independent Production, between the Canadian Media Producers Association (CMPA), Association Québécoise de la Production Médiatique (“AQPM”) and the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA), in effect from January 1, 2016, to December 31, 2018 (“the IPA”);

The Parties hereto agree as follows:

1. In consideration of ACTRA’s agreeing to license of the rights described herein in the Production to the Distributor, the Distributor agrees that it and its successors, assigns, and related companies that are not dealing at arm’s length (collectively “the Distributor”) are bound by all continuing obligations contained in the IPA to remit Use fees to the Performers in the Production, payable under Part B of the IPA. The Distributor acknowledges receipt of the IPA and warrants that all Use payments that shall become due and payable pursuant to Part B shall be paid under the terms and conditions contained in Part B.
2. The Distributor is distributing or licensing the Production
  - (a) (i) in perpetuity (i.e., for the period of copyright and any renewals thereof), or
    - (ii) for a limited term of \_\_\_ years.
  - (b) Territories (please provide list):
    - (i)
    - (ii)
    - (iii)

- (iv)
  - (v)
- (c) Media (please refer to Article B3 and provide list):
- (i)
  - (ii)
  - (iii)
  - (iv)
  - (v)
3. The Distributor acknowledges and agrees that its right to distribute or license the Production, or to in any way exploit the rights in the Production that it is licensing, shall be subject to and conditioned upon the prompt payment of Use payments to the ACTRA Performers' Rights Society ("the ACTRA PRS") in respect of the Performers in the Production. It is agreed that the ACTRA PRS shall be entitled to pursue all remedies available at law in the event that such payments are not made when due, in addition to the remedies provided for in Part B.
  4. The Distributor acknowledges that, in accordance with Article B511, the aggregate Use payments are due on a biannual basis for the first two years after the completion of production and annually thereafter, which payments are to be sent along with the reports showing Gross Revenue during the preceding time period. The Distributor shall also make available for inspection by the ACTRA PRS all statements delivered to the Producer or to government funding agencies or financiers regarding Distributor's Gross Revenue. Any payments received after the due date shall be subject to a claim for interest at the prime rate of interest plus three percent (3%), calculated monthly.
  5. The Distributor acknowledges its obligation under Article B510 that, while it is holding the aggregate gross participation payments prior to their disbursement, such monies are deemed to be held in trust for the Performers until disbursement to the ACTRA PRS. In the enforcement of this Article, ACTRA, subject to its rights as a creditor, shall agree not to hold any employee of a Producer (or Distributor) liable for negligence, provided said employee acts in a bona fide fashion.
  6. As the Producer may have executed a Security Agreement and financing

statement in favour of ACTRA, the Distributor acknowledges and agrees that its right to distribute or license the Production, or to in any way exploit the rights in the Production that it is licensing, are subject and subordinate to ACTRA’s Security Interest. ACTRA agrees that, so long as the Use payments are remitted in a timely manner, it will not exercise any rights under its Security Agreement that would in any way interfere with the Distributor’s rights to distribute or license the Production and receive all revenue therefrom.

7. The Distributor will be relieved of its obligations to ACTRA only upon any sale or other disposition of the Production or any rights in the Production to a third party, if the third party that acquires the Production or any such rights signs an Assumption Agreement in this form with the Distributor and ACTRA.
8. ACTRA hereby relieves the Producer of its obligations under the IPA with respect to the Production.
9. The parties hereto acknowledge that any dispute arising from the interpretation, administration, or enforcement of this Agreement and the relevant Articles of Part B of the IPA shall be submitted to final and binding arbitration under Article B701 and Appendix 11.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Distributor**

**Producer**

Per \_\_\_\_\_  
(signature)

Per \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(print name and title)

**ACTRA Branch**

**ACTRA Performers’ Rights Society**

Per \_\_\_\_\_  
(signature)

Per \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name, title, and branch)

\_\_\_\_\_  
(print name and title)

Date \_\_\_\_\_  
(month/day/year)

**APPENDIX 9A**  
**DISTRIBUTOR’S ASSUMPTION AGREEMENT**  
**(NON-APPROVED DISTRIBUTOR)**  
(see Article A520)

*The Distributor shall sign the following Distribution Assumption Agreement and forward it to the local ACTRA office.*

**Whereas** \_\_\_\_\_ (“the Distributor”) is Distribution Guarantor and has acquired from \_\_\_\_\_ (“the Producer”) certain rights in the Production entitled \_\_\_\_\_ (“the Production”);

**And whereas** the Production was produced pursuant to the ACTRA Independent Production Agreement Covering Performers in Independent Production, between the Canadian Media Producers Association (CMPA), Association Québécoise de la Production Médiatique (“AQPM”), and the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA), in effect from January 1, 2016 to December 31, 2018 (“the IPA”);

The Parties hereto agree as follows:

1. In consideration of ACTRA’s agreeing to the license of the rights described herein in the Production to the Distributor, the Distributor agrees that it and its successors, assigns, and related companies that are not dealing at arm’s length (collectively “the Distributor”) are bound by all continuing obligations contained in the IPA to remit Use fees to the Performers in the Production payable under Part B of the IPA. The Distributor acknowledges receipt of the IPA and warrants that all Use payments that shall become due and payable pursuant to Part B shall be paid under the terms and conditions contained in Part B.
2. The Distributor is distributing or licensing the Production
  - (a) (i) in perpetuity (i.e., for the period of copyright and any renewals thereof), or
    - (ii) for a limited term of \_\_\_ years.
  - (b) Territories (please provide list):
    - (i)



- (ii)
  - (iii)
  - (iv)
  - (v)
- (c) Media (please refer to Article B3 and provide list):
- (i)
  - (ii)
  - (iii)
  - (iv)
  - (v)
3. The Distributor acknowledges and agrees that its right to distribute or license the Production, or to in any way exploit the rights in the Production that it is licensing, shall be subject to and conditioned upon prompt payment of Use payments to the ACTRA Performers' Rights Society ("ACTRA PRS") in respect of the Performers in the Production. It is agreed that the ACTRA PRS shall be entitled to pursue all remedies available at law in the event that such Payments are not made when due, in addition to the remedies provided for in Part B.
  4. The Distributor acknowledges that, in accordance with Article B511, the aggregate Use payments are due on a biannual basis for the first two (2) years after the completion of production and annually thereafter, which payments are to be sent along with the reports showing Gross Revenue during the preceding time period. The Distributor shall also make available for inspection by the ACTRA PRS all statements delivered to the Producer or to government funding agencies or financiers regarding Distributor's Gross Revenue. Any payments received after the due date shall be subject to a claim for interest at the prime rate of interest plus three percent (3%), calculated monthly.
  5. The Distributor acknowledges its obligation under Article B510 that, while it is holding the aggregate gross participation payments prior to their disbursement, such monies are deemed to be held in trust for the Performers until disbursement to the ACTRA PRS. In the enforcement of this Article, ACTRA, subject to its rights as a creditor, shall agree not to hold any employee of a Producer (or Distributor) liable for negligence, provided said employee acts in a bona fide fashion.

6. As the Producer may have executed a Security Agreement and financing statement in favour of ACTRA, the Distributor acknowledges and agrees that its right to distribute or license the Production, or to in any way exploit the rights in the Production that it is licensing, are subject and subordinate to ACTRA’s Security Interest. ACTRA agrees that so long as the Use payments are remitted in a timely manner, it will not exercise any rights under its Security Agreement that would in any way interfere with the Distributor’s rights to distribute or license the Production and receive all revenue therefrom.
  
7. The Distributor will be relieved of its obligations to ACTRA only upon any sale or other disposition of the Production or any rights in the Production to a third party, if the third party that acquires the Production or any such rights signs an Assumption Agreement in this form with the Distributor and ACTRA.
  
8. ACTRA hereby relieves the Producer of its obligations under the IPA with respect to the Production.
  
9. The parties hereto acknowledge that any dispute arising from the interpretation, administration, or enforcement of this Agreement and the relevant Articles of Part B of the IPA shall be submitted to final and binding arbitration under Article B701 and Appendix 11.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Distributor**

**Producer**

Per \_\_\_\_\_  
(signature)

Per \_\_\_\_\_

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(print name and title)

**ACTRA Branch**

**ACTRA Performers’ Rights Society**

Per \_\_\_\_\_

Per \_\_\_\_\_

\_\_\_\_\_  
(print name, title, and branch)

\_\_\_\_\_  
(print name and title)

Date

\_\_\_\_\_  
(month/day/year)

**APPENDIX 10****PURCHASER'S ASSUMPTION AGREEMENT**

(see Article A519[a])

**Whereas** \_\_\_\_\_ (“the Purchaser”) has acquired from \_\_\_\_\_ (“the Producer”) the Production entitled \_\_\_\_\_ (“the Production”);

**And whereas** the Production was produced pursuant to the Independent Production Agreement Covering Performers in Independent Production, between the Canadian Media Producers Association (CMPA), Association Québécoise de la Production Médiatique (“AQPM”), and the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA), in effect from January 1, 2016, to December 31, 2018 (“the IPA”);

The Parties hereto agree as follows:

1. The Purchaser is hereby bound by all continuing obligations contained in the IPA with respect to the Performers in the Production and, without limiting the generality of the foregoing, the Purchaser will pay when due all payments required by the IPA to be paid by the Producer to or for the Performers in respect of the Production.
2. As the Producer has executed a Security Agreement and financing statement in favour of ACTRA, the Purchaser acknowledges and agrees that its right to exploit the Production is subject and subordinate to ACTRA's Security Interest. ACTRA agrees that so long as all the continuing obligations contained in the IPA with respect to the Performers in the Production are remitted in a timely manner, it will not exercise any rights under its Security Agreement that would in any way interfere with the Purchaser's rights in respect of the Production.
3. The Purchaser will be relieved of its obligations to ACTRA upon any sale or other disposition of the Production only if the party which acquires the Production signs an Assumption Agreement in this form with Purchaser and ACTRA.
4. ACTRA hereby relieves the Producer of its obligations under the IPA with respect to the Production.

Dated at \_\_\_ this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Purchaser**

**Producer**

Per \_\_\_\_\_  
(signature)

Per \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(print name and title)

**ACTRA Branch**

**ACTRA Performers' Rights Society**

Per \_\_\_\_\_

Per \_\_\_\_\_

\_\_\_\_\_  
(print name, title, and branch)

\_\_\_\_\_  
(print name and title)

Date \_\_\_\_\_  
(month/day/year)

**APPENDIX 11**  
**DISPUTE RESOLUTION MECHANISM**  
(see Article A709[d])

The following provisions are based on the relevant provisions of the Canada Labour Code, R.S.C. 1985, c.L-2, as amended (in effect on September 7, 1995). For ease of reference, the term “Board” has been replaced with the term “Arbitrator,” appropriate modifications have been made to the language of the provisions, and new sequential numbers have been assigned. This Appendix contains a complete set of provisions governing the arbitration procedure in relation to disputes arising from Appendices 2 and 4 and the provisions of Articles B3 to B6 inclusive of Part B of the Agreement.

**1. Definitions**

- (a) “Arbitrator” means a sole arbitrator that has been selected by the Parties to this Agreement or appointed by the Minister under the provisions of Articles A709(d) or B701.
- (b) “Bargaining Unit” means the unit defined by this Agreement, which unit the Parties agree is appropriate for collective bargaining.
- (c) “Employee” shall mean a Performer covered by the terms of this Agreement.

**2. Powers of Arbitrator**

The Arbitrator has, in relation to any proceeding before it, the power to

- (a) summon and enforce the attendance of witnesses and compel them to give oral or written evidence on oath and to produce such documents and things as the Arbitrator deems requisite to the full investigation and consideration of any matter within its jurisdiction that is before the Arbitrator in the proceedings [s.16(a) of the Code];
- (b) administer oaths and solemn affirmations [s.16(b)];
- (c) receive and accept such evidence and information on oath, affidavit, or otherwise as the Arbitrator in her or his discretion sees fit, whether admissible in a court of law or not [s.16(c)];
- (d) examine, in accordance with any regulations of the Canada Labour Relations Board, such evidence as is submitted to her or

- him respecting the membership of any Employees in a trade union [s.16(d)];
- (e) examine documents forming or relating to the constitution or articles of association of a trade union or council of trade unions that is alleging that it holds representation rights, for the purposes of administering the provisions of Appendix 4;
  - (f) make such examination of records and such inquiries as he or she deems necessary [s.16(f)];
  - (g) require a Producer to post and keep posted in appropriate places any notice that the Arbitrator considers necessary to bring to the attention of any Performers in any matter relating to the proceeding [s.16(g)];
  - (h) subject to bona fide production requirements, enter any premises of a Producer and to inspect any work, material, documents, financial records, and any other thing and interrogate any person respecting any matter that is before the Arbitrator in the proceeding [s.16(h)];
  - (i) authorize any person to do anything the Arbitrator may do under paragraphs (a) to (h) inclusive and to report to the Arbitrator thereon [s.16(k)];
  - (j) adjourn or postpone the proceeding from time to time [s.16(l)];
  - (k) abridge or enlarge the time for instituting proceeding or for doing any act, filing any document, or presenting any evidence in connection with the proceeding [s.16(m)];
  - (l) amend or permit the amendment of any document filed in connection with the proceeding [s.16(n)];
  - (m) add a party to the proceeding at any stage of the proceeding [s.16(o)]; and
  - (n) decide for all purposes of the matter referred to her or him, any question that may arise in the proceeding, including, without restricting the generality of the foregoing, any question as to whether
    - (i) a person is a member of a trade union or a council of trade unions,
    - (ii) a collective agreement has been entered into,

- (iii) any person or organization is a party to or bound by a collective agreement, and
  - (iv) a collective agreement is in operation [s.16(p)].
- 3. **Review or Amendment of Orders** The Arbitrator may review, rescind, amend, alter, or vary any order or decision made by it, and may rehear any application before making an order in respect of the application.
- 4. **Application of Orders** Where the Arbitrator may make or issue any order or decision, prescribe any term or condition, or do any other thing in relation to any person or organization, the Arbitrator may do so either generally or in any particular case or class of cases.
- 5. **Interim Decision**
  - (a) Where, in order to dispose finally of an application or complaint, it is necessary for the Arbitrator to determine two or more issues arising therefrom, the Arbitrator may, if she or he is satisfied that she or he can do so without prejudice to the rights of any party to the proceeding, issue a decision resolving only one or some of those issues and reserve her or his jurisdiction to dispose of the remaining issues.
  - (b) A decision referred to in paragraph 5(a) is, except as stipulated by the Arbitrator, final.
  - (c) In this section, “decision” includes an order, a determination, and a declaration.
- 6. **Exercise of Powers and Duties**
  - (a) The Arbitrator shall exercise such powers and perform such duties as are conferred or imposed on it by this Part of the Agreement, or as may be incidental to the attainment of the objects of this Part, including, without restricting the generality of the foregoing, the making of orders requiring compliance with the provisions of this Part or any decisions made hereunder. Either Party has the right to enforce any decision, interim or final, by registering the same under the relevant rules of a court of competent jurisdiction, provided there is an indication that either Party is unwilling to comply with the decision. A “court of competent jurisdiction” means either the federal Court of Canada or a court in the provincial jurisdiction in which the Production is produced, depending on the circumstances.



- (b) The Parties agree and acknowledge that the Arbitrator has exclusive jurisdiction to exercise the powers conferred upon her or him by the provisions of this Part of the Agreement and to determine all questions of fact and law that arise in any matter before her or him. The finding of an Arbitrator as to the facts and as to the meaning or violation of the provisions of this Part of the Agreement shall be conclusive and binding upon all parties concerned, but in no case shall the Arbitrator be authorized to alter, modify, or amend any part of this Agreement.

- 7. **Final and Binding Nature of Decision** The decision of the Arbitrator is final and binding upon the Parties and upon the Performers covered by this Agreement who are affected by the decision, and such Parties shall do or abstain from doing anything required of them by the decision. Any decision made under the provisions of this Appendix shall be judicially reviewed only by a court of competent jurisdiction if the Arbitrator has violated the rules of natural justice or if the Arbitrator has committed a jurisdictional error, either by imposing upon any term or provision of the IPA an interpretation that it cannot reasonably bear, or otherwise, consistent with the standard of review applied to decisions made by statutory Arbitrators in Canadian law.

# APPENDIX 12

## STANDARD CONTRACT FORM

(see Article A804)



### PERFORMER CONTRACT FOR INDEPENDENT PRODUCTION

Engager #:   
 Contract #:

Production Company: \_\_\_\_\_  
 with offices at: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Represented by: \_\_\_\_\_ Title: \_\_\_\_\_  
 (Name)  
 contracts with: \_\_\_\_\_ to provide the services of: \_\_\_\_\_  
 (performing company, if applicable)  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ SIN: \_\_\_\_\_ AC TRAVIA/ok Permit No: \_\_\_\_\_ GST/HST No: \_\_\_\_\_ GST No: \_\_\_\_\_  
 Age (if a Minor) \_\_\_\_\_ Legal Guardian: \_\_\_\_\_  
 (Name of Agent/Representative) \_\_\_\_\_ (Address) \_\_\_\_\_  
 (Phone) \_\_\_\_\_ (email) \_\_\_\_\_

IN THE PRODUCTION ENTITLED \_\_\_\_\_  
**NATURE OF PRODUCTION**

Indicate Declared Use -  
 Theatrical Cable TV New Media Lifestyle/Fact-based Free Television Compact Devices  
 Documentary Non-theatrical Play Television Educational Television Industrial Other  
 Length of Production in Minutes: \_\_\_\_\_ If Series, total no. of episodes: \_\_\_\_\_ No. of episodes guaranteed to Performer: \_\_\_\_\_  
 Episode Titles and/or numbers: \_\_\_\_\_ ISAN No: \_\_\_\_\_

**NATURE OF ENGAGEMENT**

Role: \_\_\_\_\_ Performance Category: \_\_\_\_\_ No. of Doubles: \_\_\_\_\_  
 Rehearsal Date(s): \_\_\_\_\_  
 Date of Engagement (specify day, month, year): \_\_\_\_\_  
 No. of Guaranteed Days: \_\_\_\_\_  
 Fees (see A805) Daily: \_\_\_\_\_ Weekly: \_\_\_\_\_ Hourly: \_\_\_\_\_ One time: \_\_\_\_\_  
 ADR: \_\_\_\_\_ Series option adjustment \_\_\_\_\_ % Date of (length of option): \_\_\_\_\_ CIPIP Adjustment \_\_\_\_\_ %  
 New Media (payme st detail per E106, E203): \_\_\_\_\_ New Media Adjustment \_\_\_\_\_ %  
 Lifestyle/Fact-based (payme st detail per F303): \_\_\_\_\_  
 Credit/Billing: \_\_\_\_\_ Transport(s): \_\_\_\_\_  
 Other contractual obligations:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

There is a rider attached: Yes:  No:  Please note such rider forms a part of this contract

**ADDITIONAL USE FEES**

In addition to the rights included under "Declared use" (per B301), the Producer hereby purchases by a further pre-payment of the Performer's Net Fees, the following additional Use rights:

**PRE-PAYMENT**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 100% - Theatrical film all uses except New Media for four (4) consecutive years<br>100% - Theatrical film all uses including New Media for four (4) consecutive years<br>100% - TV film all uses except Theatrical and New Media for four (4) consecutive years<br>100% - TV film all uses except Theatrical including New Media for four (4) consecutive years<br>100% - New Media all uses only for the date of use per individual (1) consecutive years | 50% - Documentary or Industrial film all uses except Theatrical and New Media for four (4) consecutive years<br>50% - Documentary or Industrial film all uses except Theatrical including New Media for four (4) consecutive years<br>50% - Lifestyle/Fact-based Productions all uses except Theatrical and New Media for four (4) consecutive years<br>50% - Lifestyle/Fact-based Productions all uses except Theatrical including New Media for four (4) consecutive years<br>200% - Animation - All uses except New Media for four (4) consecutive years<br>200% - Animation - All uses including New Media for four (4) consecutive years |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Note: If no CIPIP payment is elected, the aggregate line fees paid to Performer shall be 5% of GOR. \_\_\_\_\_ OR \_\_\_\_\_

**ADVANCE**

- |                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 100% - Non-Refundable Advance of Net Fees against 30% of Distributor's Gross Revenue<br>100% - Non-Refundable Advance of Net Fees against 100% of Distributor's Gross Revenue<br>CIPIP ADVANCE _____ %<br>New Media DGR Option _____ %<br>(per Article E106) | 50% - Non-Refundable Advance of Net Fees against 50% of Distributor's Gross Revenue<br>25% - Non-Refundable Advance of Net Fees against 80% of Distributor's Gross Revenue<br>Non-Refundable Advance of Net Fees against _____ % of Distributor's Gross Revenue<br>_____ OR _____ |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

The parties to this contract warrant that they have familiarized themselves with the provisions of the Independent Production Agreement and are bound by its terms.

(Signature of Performer) \_\_\_\_\_ Date: \_\_\_\_\_ (Signature of Producer) \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: \_\_\_\_\_ Name: \_\_\_\_\_

## APPENDIX 13

### STATUTORY DECLARATION FOR CASTING DIRECTORS

(see Article A806)

*The Producer shall, as a condition precedent to engaging a casting director or other person responsible for hiring any Performer (including any Background Performers), require the said casting director or person to execute a Statutory Declaration in the form as provided below, and deliver same to ACTRA, properly executed and sworn, prior to the commencement of principal photography.*

#### Statutory Declaration

I, \_\_\_\_\_, have been engaged as a casting director or in another position in which I am responsible for engaging Performers, which for the purposes of this Declaration shall include Background Performers, by \_\_\_\_\_ (“the Producer”) in respect of the production of \_\_\_\_\_ (“the Production”).

I solemnly declare that I (and all other persons in my employ, if any)

- (a) do not act as an agent for Performers;
- (b) do not and shall not act so as to require Performers to join a specific agency;
- (c) do not directly or indirectly own or operate a talent agency;
- (d) do not receive any money from any talent agency for using Performers represented by such agency;
- (e) will not give any personal information relating to any Performer to any talent agency, except for the agency that represents such Performer;
- (f) will not be eligible to work on an ACTRA Performer contract or Background Performer voucher;
- (g) will, when negotiating terms of engagement with Performers or their agents, negotiate in good faith. Without limiting the generality of the foregoing, I will not apply undue pressure on or coerce Performers into accepting only minimum terms and conditions. Furthermore, I will negotiate only the terms and conditions applicable to the particular engagement, without explicit or implicit reference with respect to any other engagement.

I understand that ACTRA and the Producer are relying on this Declaration in order to permit me to be engaged as a Casting Director in respect of the above noted Production, and that this Declaration shall survive and not merge upon the completion of production.

And I make this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Affirmed before me at the city of  
in the province of  
on

---

A Commissioner for taking  
Affidavits

## APPENDIX 14

### DECLARATION OF PARENT IN THE ENGAGEMENT OF MINORS

(see Article A2704[a])

Please read this form carefully, as well as the section of the IPA setting out the minimum terms and conditions for the engagement of Minors in independently produced film and TV projects (“the IPA”). This Agreement is available from the ACTRA office and will be provided to you upon request. In addition, if you have any questions they should be directed to the minor’s steward at your local ACTRA office. They are there to assist you.

1. If your child is offered a Role in a film or television Production, you, as the Parent, are required to complete and sign this form and return it to the Producer prior to a contract being entered into engaging your child.
2. You have the ultimate responsibility for the health, education, and welfare of your child in making decisions concerning your child with respect to his/her engagement in a Role in a film or television project. The better informed you are, the better informed decisions you will make.
3. First, you must be familiar with the requirements of the Role that your child is being considered for—this usually means reading the script. It may help you to speak to the Producer or director to get a clear picture of what the Role entails.
4. Having familiarized yourself with the requirements of the Role, you are required to disclose hereunder any medical history or condition or any attitudinal or psychological condition you are aware of that might foreseeably interfere with or affect your child’s ability to do what may be required. If you think something might be important but you are not sure, please fill it in.
5. If your child is less than sixteen (16) years of age, you must accompany your child to or from the set or location and must be accessible while your child is on the set. If your child is sixteen (16) years of age or older, it is your right to be accessible at all times when your child is on set.
6. If you cannot attend, you shall appoint a chaperon for your child. It is strongly recommended that this person have your confidence to

act in your child’s best interests. The appointment shall be in the form of Appendix 15 and must be completed in triplicate, one copy to be delivered to the Producer, one to ACTRA, and one for you to keep.

- 7. As you may not be available at all times, please fill out and return the Emergency Medical Authorization form attached, allowing the Producer to obtain emergency treatment when you cannot be contacted at once.
- 8. You are also responsible for ensuring that your child’s education is taken care of when your child is working. If your child is required to work during regular school days and this interferes with your child’s education, you should consult the school principal or your child’s teacher and ask them what tutoring the child may need. The Producer will institute the tutoring plan proposed by the principal or teacher, but it is up to you to make sure this is taken care of.
- 9. Article A2716 of the IPA provides that after a Minor’s total lifetime remuneration reaches \$5,000, twenty-five percent (25%) of the Minor’s gross remuneration shall be deducted from the total payment due to the Minor by the Producer and remitted to the ACTRA Performers’ Rights Society, which shall hold such monies in trust for the Minor. Your child’s engagement is subject to this provision.

10. The Minor

\_\_\_\_\_ is a resident of Canada within the meaning of the Income Tax Act of Canada

\_\_\_\_\_ is not a resident of Canada within the meaning of the Income Tax Act of Canada

If the residence of the Minor changes, I hereby undertake to promptly notify the ACTRA PRS of the change.

Your signature on this form indicates that you have received a copy of the IPA. Please sign and date this form and deliver it to the Producer as soon as possible.

Date \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Parent’s signature)

\_\_\_\_\_  
(witness signature)

\_\_\_\_\_  
(print or type Parent's name)

\_\_\_\_\_  
(print or type witness name)

\_\_\_\_\_  
(print or type Minor's name)

**APPENDIX 15**

**APPOINTMENT AND CONSENT OF CHAPERON**

**AND**

**EMERGENCY MEDICAL AUTHORIZATION FORM**

(see Articles A2704[a] and A2708[c])

**Appointment of Chaperon**

To \_\_\_\_\_ (name of Producer)

Re \_\_\_\_\_ (name of Production)

1. I, \_\_\_\_\_ (name of Parent/custodian), am the Parent or legal custodian of \_\_\_\_\_ (name of Minor), who is under the age of sixteen.
2. I hereby appoint \_\_\_\_\_ (name of chaperon) to be the chaperon of the above noted Minor, my child, for all times that I am unable to accompany my child to or from the set, and to remain in attendance while my child is present on the set.

I agree to advise you if I will accompany my child instead of the chaperon at any time during the Production. I warrant that the chaperon I have appointed has my full authority and confidence to supervise and care for the above noted Minor during this production.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Parent’s signature)

\_\_\_\_\_  
(Parent’s telephone number)

\_\_\_\_\_  
(witness signature)

\_\_\_\_\_  
(print or type witness name)



### Consent of Chaperon

I, \_\_\_\_\_ (name of chaperon), have read and familiarized myself with the provisions of the current IPA relating to Minors (in particular, Article A2708) and the script with respect to the Role of \_\_\_\_\_ (name of Minor). I understand that my responsibility is to ensure that the best interests of the Minor in my care prevail at all times, and I consent to assume this responsibility. I warrant that I am at least twenty-one (21) years of age.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(chaperon’s signature)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(chaperon’s telephone number)

\_\_\_\_\_  
(witness signature)

\_\_\_\_\_  
(print or type witness name)

### Emergency Medical Authorization Form

I, \_\_\_\_\_, am the Parent of \_\_\_\_\_, a child Performer, who is a Minor engaged under the terms of the IPA, and I hereby authorize the Producer or its designate to arrange for provision of medical treatment for my child in the event of an emergency. This authorization will be used only when I or another Parent of the child is unavailable to provide the consent.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Parent's signature)

\_\_\_\_\_  
(Parent's telephone number)

\_\_\_\_\_  
(witness signature)

\_\_\_\_\_  
(print or type witness name)



## APPENDIX 17

### BACKGROUND PERFORMER VOUCHER

(see Articles C402 and C406)

ACTRA MEMBER #		Date	Category
Performer Name		Call Time	Upgrade
Address		Crow Call	Nudity
			Prop Shot
Phone #		Travel To	For Engager's Use
SIN #		Start Finish	8 hr
E-mail		Non-Deductible First Meal	.25 MU
GST #		Start Finish	(OT 1.5)
HST #		Make-up / Wardrobe Call	(OT 2)
PRODUCTION TITLE		Start Finish	
Episode Title & Number		Sot Call	MP1
Production Company		Substantial Provided	MP2
Performer's Signature		Yes <input type="checkbox"/> No <input type="checkbox"/>	
Producer's Representative		1st Meal <input type="checkbox"/>	Travel
AGREE <input type="checkbox"/> DISAGREE <input type="checkbox"/>		Start Finish	Mileage
Comments		2nd Meal <input type="checkbox"/>	Turnaround
		Start Finish	Wardrobe Fitting**
		Wrap Time	Misc.
		Travel From	Gross
		Start Finish	Duos Ded. 2.25%
		Mileage _____ kms	Loss I & R
		Turnaround <input type="checkbox"/>	Not Amount Due
Specialty Wardrobe # of Changes	Regular Wardrobe # of Changes	Date of Wardrobe Fitting**	
Specialty Item / Car	Misc.	Date	
		Start Finish	**Pd when Wardrobe occurs on a previous day

ACC-A8 02/26-25

PRODUCER'S COPY

11 231 11

## APPENDIX 17A ACTRA ADDITIONAL BACKGROUND PERFORMER VOUCHER

**ADDITIONAL BACKGROUND PERFORMER VOUCHER  
PRODUCERS MAY USE WHEN THE REQUIREMENTS OF ARTICLE C501 HAVE BEEN SATISFIED**

PERFORMER NAME _____	DATE	PRODUCER COPY
ADDRESS _____	CALL TIME	
_____	WRAP TIME	
_____ PHONE NO. _____	RATE (AS PER C503) \$ _____ PER HOUR	
PRODUCTION TITLE _____	TOTAL AMOUNT DUE	
EPISODE TITLE & NUMBER _____	ACTRA MEMBER #	
PRODUCTION COMPANY _____	EITHER GST# OR SIN#	
PRODUCER'S REPRESENTATIVE _____		
COMMENTS _____		(ACC-A7 11/07/80) <small>© 2011 ACTRA/AMPTA</small>
PERFORMER'S SIGNATURE _____		

## APPENDIX 18

### CANADIAN INDEPENDENT PRODUCTION INCENTIVE PROGRAM (CIPIP)

#### 1. Purpose

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

#### 2. Filing Procedure

- (a) Producers wishing to access the CIPIP must first be signatory to the IPA.
- (b) In all instances in which the CIPIP is silent, the terms and conditions of the IPA apply.
- (c) At least four (4) weeks in advance of principal photography, the Producer will provide to ACTRA filing documents including a copy of the shooting script, detailed and certified Production and cast budgets, outlines of distribution arrangements (both extant and under negotiation), and full disclosure of all sources of financing for the project, together with confirmation of the Producer's intent to access the CIPIP agreement.
- (d) A standard executed Security Agreement as per Appendix 7A or 7B of the IPA is required prior to principal photography.

#### 3. Qualified Projects Those projects that qualify for CIPIP 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 IPA 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. ACTRA will consider in good faith a request from an official treaty co-production as administered by Telefilm Canada to access CIPIP provided that the total production budget meets the CIPIP 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. 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 CIPIP cannot have its world distribution rights pre-sold to finance production, i.e., there must be meaningful open markets for distribution of a CIPIP-qualified project. Producers at the time of production shall make full disclosure to the ACTRA PRS 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 B509.
- (e) **Qualified Producer** To access the CIPIP, the Producer(s) of a project must be CMPA-qualified or AQPM-qualified.

#### 4. **Excluded Projects**

The CIPIP does not apply to the following types of projects:

- (a) industrial/corporate videos
- (b) animated Productions or Series
- (c) Dubbing
- (d) Pilot Productions for which the Producer is utilizing Article B206 of the IPA unless the projected Budget for the Series would qualify the Production for the benefits of this Appendix.

#### 5. **Series** Producers seeking to avail themselves of this Appendix 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 A805 of the IPA for Performers.

## 6. Schedule of Discounts of Minimum Fees

<b>Period*</b>	<b>Budget</b>	<b>All-Canadian Cast Percentage Discount</b>	<b>Other Percentage Discount</b>
<b>Features, Movies of the Week (MOWs), and Each 2 Hours of Mini-Series</b>			
Period 1	under \$1,827,962	35%	25%
Period 2	under \$1,864,521		
Period 3	under \$1,901,811		
Period 1	\$1,827,963 to \$2,437,281	25%	15%
Period 2	\$1,864,522 to \$2,486,027		
Period 3	\$1,901,812 to \$2,535,748		
<b>Super-Low-Budget Features and MOWs (see Note 1)</b>			
Period 1	under \$304,662	45%	35%
Period 2	under \$310,755		
Period 3	under \$316,970		

- \* Period 1: January 1, 2016, to December 31, 2016  
 Period 2: January 1, 2017, to December 31, 2017  
 Period 3: January 1, 2018, to December 31, 2018



<b>Period*</b>	<b>Budget</b>	<b>All-Canadian Cast Percentage Discount</b>	<b>Other Percentage Discount</b>
TV Series on Film/HD (per 1/2 hour) [see Note 2]			
Period 1	under \$182,796		
Period 2	under \$186,452	30%	20%
Period 3	under \$190,181		
Period 1	\$182,797 to \$396,059		
Period 2	\$186,453 to \$403,980	20%	10%
Period 3	\$190,182 to \$412,060		
Period 1	\$396,060 to \$548,389		
Period 2	\$403,981 to \$559,357	15%	5%
Period 3	\$412,061 to \$570,544		

\* Period 1: January 1, 2016, to December 31, 2016

Period 2: January 1, 2017, to December 31, 2017

Period 3: January 1, 2018, to December 31, 2018

<b>Period*</b>	<b>Budget</b>	<b>All-Canadian Cast Percentage Discount</b>	<b>Other Percentage Discount</b>
<b>TV Series on Tape (per 1/2 hour) [see Note 2]</b>			
Period 1	up to \$36,560		
Period 2	up to \$37,291	40%	30%
Period 3	up to \$38,037		
Period 1	\$36,561 to \$85,305		
Period 2	\$37,292 to \$87,011	30%	20%
Period 3	\$38,038 to \$88,751		
Period 1	\$85,306 to \$164,518		
Period 2	\$87,012 to \$167,808	20%	10%
Period 3	\$88,752 to \$171,164		
Period 1	\$164,519 to \$255,916		
Period 2	\$167,809 to \$261,034	15%	5%
Period 3	\$171,165 to \$266,255		
<b>TV Drama Specials and One-off Productions (per 1/2 hour and less than 2 hours)</b>			
Period 1	up to \$414,338		
Period 2	up to \$422,625	35%	25%
Period 3	up to \$431,078		
Period 1	\$414,339 to \$499,642		
Period 2	\$422,626 to \$509,635	25%	15%
Period 3	\$431,079 to \$519,828		

Period 1	\$499,643 to \$578,855		
Period 2	\$509,636 to \$590,432	15%	5%
Period 3	\$519,829 to \$602,241		

- \* Period 1: January 1, 2016, to December 31, 2016  
 Period 2: January 1, 2017, to December 31, 2017  
 Period 3: January 1, 2018, to December 31, 2018

### **Note 1: Limitation on Super-Low-Budget Features and MOWs**

- (a) This limitation will apply to Producers that have not previously produced a feature film or MOW.
- (b) A Producer may produce only one project under this category.
- (c) A minimum of ten percent (10%) of the total Production budget must be apportioned to the cast.
- (d) The following statement must appear directly under the ACTRA logo in the credit roll in all prints of the Production: “This Production was made with the generous support of the ACTRA membership.”

### **Note 2: Series**

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

#### *Nota Bene*

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

## 7. Credits

- (a) Lead Actors will receive up-front credits if the Producer receives such credits, or
- (b) each Lead Actor will receive single-card billing in tail credits, or
- (c) lead Actors will receive credit at the end of the Production that is no less prominent than for any other key personnel.
- (d) Lead Actors will receive equivalent credit in all print campaigns when any other key personnel receive credit.
- (e) The Producer shall include the ACTRA logo on the credit or cast roll.

## 8. 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 CIPIP 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.

## 9. Use Payments

At the time of production, the Producer shall choose one of the following options:

- (a) **All Uses Prepayment Option** The Producer may acquire unrestricted Use rights, in all media throughout the world, including New Media, for a period of four (4) consecutive years from the date of first exploitation release in any Residual Market, for one hundred and thirty five percent (135%) of Net Fees for theatrical Productions, or one hundred and ten percent (110%) of Net Fees for television and other Productions.
- (b) **Conventional Use Prepayment Option** The Producer may acquire unrestricted Use rights, in all media throughout the world, excluding New Media, for a period of four (4) consecutive years from the date of first exploitation release in any conventional Residual Market, for one hundred and thirty percent (130%) of Net Fees for theatrical Productions or one hundred and five percent (105%) of Net Fees for television and other Productions.

The 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.

If the Producer elects one of the above options, the Performer shall be paid Use fees pursuant to Article B504; however, the aggregate Use fees paid to Performers shall be five percent (5%) of DGR.

- (c) **Advance Option** At the time of production, a Producer that has not elected a prepayment option above shall choose one of the following options 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 for all Uses set out in Article A445 (a–h).

<b>Option Number</b>	<b>Non-refundable Advance (% of Net Fees)</b>	<b>Participation in Distributor's Gross Revenue</b>
1	100.0%	5.0%
2	75.0%	6.0%
3	50.0%	7.0%
4	25.0%	8.0%
5	0.0%	9.0%
6	0.0%	11.0%

(super-low-budget features and MOWs)

10. **Joint Administration** The CMPA and the AQPM agree to administer the CIPIP in all facets jointly with ACTRA on a principle of equality between ACTRA and the Producer Associations. ACTRA and the Producer Associations will monitor the progress of any CIPIP project and will intervene should there be any default in a CIPIP-produced project. The CMPA and the AQPM undertake to work jointly with ACTRA to resolve any problems that may occur on a project and recover any monies that may be owing to Performers.
11. **Term** The application and effectiveness of the CIPIP shall be monitored by the quarterly committee, composed of representatives of ACTRA, the CMPA and the AQPM.

## **APPENDIX 19**

### **DAILY SERIALS (SOAPS)**

The Independent Production Agreement (“the IPA”) may be amended as follows with respect to the Production of daily Serials (soaps) produced in Canada engaging Performers represented by ACTRA.

1. **Options** The Producer may exercise the provisions of Article A2901 of the IPA and negotiate options with Performers who are Series regulars, consistent with the provisions of Article A2901, with the following variations:
  - (a) Complete exclusivity shall be limited to daily Serials (soaps).
  - (b) Hiatus periods shall be limited to one (1) eight (8) week production hiatus per year, plus two (2) weeks’ production shutdown at Christmas/New Year’s. Any extensions or additional breaks beyond those specified will require payment of the Contracted Fees to Series regulars.
  - (c) Performers may request time off to work on other Productions with four (4) weeks’ notice to the soap’s Producer. Permission shall not be unreasonably withheld.
  - (d) The minimum option compensation payable to the Series regular shall be an additional twenty-five percent (25%) above minimum (rather than fifty percent [50%], provided for in Article A2901) for a maximum three (3) year option period.
  - (e) Series regulars may be contracted on the following minimum basis:
    - a minimum guarantee of one (1) Episode per week, which may be amortized over twenty-six (26) weeks; and
    - for the first contract year: one (1) thirteen (13) week period followed by three (3) thirteen (13) week periods;
    - for the second contract year: two (2) twenty-six (26) week periods;
    - for the third contract year: one (1) fifty-two (52) week period.

Notice of pick-up of options for subsequent periods will be provided to Performers four (4) weeks prior to the end of the previous period, in the case of thirteen (13) week period pickups, or six (6) weeks’ notice in the

case of twenty-six (26) or fifty-two (52) week option period pickups. Failure to provide such notice in accordance with the required time specified above shall mean that the option for the subsequent period has been picked up automatically.

2. **Vacations** Series regulars shall be entitled to two (2) consecutive weeks' paid vacation, to be taken during each confirmed fifty-two (52) week contract period, such entitlement effective following the exercise of the options confirming a fifty-week (52) week period. For each week of vacation, the Performer will receive vacation pay at the Performer's individual performance rate times the number of performances per week guaranteed.
3. **Turnaround** The minimum rest between days will be twelve (12) hours, rather than eleven (11) hours.
4. **Credits** Performer credits must be run no less than once per broadcast week.
5. **Overtime** The regular work shall consist of eight (8) hours, exclusive of required meal periods and fifteen (15) minutes of straight time per day for makeup. When two (2) half ( $\frac{1}{2}$ ) hour shows are produced on a single workday, the straight time workday may be extended to eleven (11) hours, after which time overtime will be paid at double time per hour.
6. **Annual Fee Increases** Series regulars will receive a minimum twenty percent (20%) increase in fees per year, rather than fifteen percent (15%) as provided for in Article A2901.
7. **Scripts** Scripts shall be provided to Series regulars at least twenty-four (24) hours in advance of production of the applicable Episode. It is understood that minor script revisions may be provided to the Performers within twenty-four (24) hours. Failure to provide scripts twenty-four (24) hours in advance of production of an Episode will require payment to the Performer(s) affected, at the Performer's contracted hourly rate for a minimum of two (2) hours.

8. **Recaps** Producers may utilize up to a total of three (3) minutes of clips (per Episode) from a prior Episode to recap a storyline, without additional compensation to the Performers appearing in the clips.
9. **Administration Fees** Producers will remit administration fees totalling one thousand dollars (\$1,000.00) per week of production, which sum may be divided between ACTRA and the CMPA/AQPM on a fifty-fifty (50/50) basis. The ACTRA PRS administration fee of one-half percent (0.5%) shall be paid to the ACTRA PRS in accordance with the IPA.
10. **Notification of Scheduled Days** Performers shall receive tentative notification of days to be worked not less than two (2) weeks in advance of a production week. Final confirmation of scheduled days of work will be provided to Performers not later than the Wednesday of the prior week.
11. **Advance Option** As an exception to Article B502, soap Producers may exercise the twenty-five percent (25%) Advance option provided for in Article B501(c).

Except as provided above, the provisions of the IPA (including the term of the Agreement) shall apply in all respects to the production of soaps.



## **APPENDIX 20**

### **DUBBING SECTION**

<b>ARTICLE 1 – RECOGNITION AND APPLICATION</b>
------------------------------------------------

- 101 The provisions of the present Dubbing Section (i.e., this Dubbing Section) stand alone. The provisions of the Independent Production Agreement (“the IPA”) shall apply where the Dubbing Section is silent. If there is a conflict between a matter specified in this Appendix and the IPA, this Appendix shall apply.
- 102 The Producer recognizes ACTRA as the exclusive bargaining agent of Performers as defined in this Dubbing Section with respect to all minimum terms and conditions provided for by this Dubbing Section. It is further recognized that ACTRA has exclusive jurisdiction over all Dubbed Productions produced in the English language in Quebec and all Productions dubbed into languages other than French in the rest of Canada.
- 103 This Dubbing Section sets forth the minimum rates and working conditions under which Performers may be engaged in Dubbed Productions produced by any method in the English language in Quebec and all Productions dubbed into languages other than French in the rest of Canada
- 104 The terms of this Dubbing Section are the result of negotiations between representatives of the Associations and ACTRA. Each Producer that agrees to adhere to this Dubbing Section shall sign a Voluntary Recognition Agreement signifying acceptance of the rates and conditions contained herein (see Appendix 3). It shall be executed in any number of counterpart originals, each counterpart signed by a Producer having the same effect as an original.
- 105 This Dubbing Section shall be administered jointly by ACTRA and the Associations in all its facets on a principle of equality between ACTRA and the Associations in all matters pertaining to the administration of the Dubbing Section’s provisions. Questions regarding interpretation of the meaning of clauses in this Dubbing Section may be directed to any of the Associations with experience in Dubbing or to ACTRA. None of the Parties shall give interpretations binding upon the other without the written agreement of the other.
- 106 This Dubbing Section constitutes the entire agreement between the

Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understanding, negotiations, and discussions, whether oral or written, of the Parties with respect to Dubbed Productions produced pursuant hereto, and there are no warranties, representations, or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth herein. No supplement, modification, waiver, or termination of this Dubbing Section shall be binding unless executed in writing by the Parties to be bound thereby

107 **Rights of Producer** Except to the extent specifically modified in this Dubbing Section, all rights and prerogatives of management, administration, and direction are retained by the Producer and may be exercised by the Producer as it, in its discretion, sees fit. Without limiting the generality of the foregoing, the Producer's rights shall include

- (a) the right to maintain efficiency, discipline, and order, and to discipline and discharge Performers in accordance with this Dubbing Section; and
- (b) the right to select and hire Performers; the right to establish the methods and means of production, including determining the qualification of Performers, the hours and dates Performers are required, and the location and standards of performance; methods used to ensure security of the Producer's property; and generally the right to conduct its business the most effective way it sees fit, without interference
- (c) **Certified Budgets** Budgets of qualifying projects must be certified by a bonding company or a public agency such as Telefilm Canada. 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.

108 **General Provisions**

- (a) The term "ACTRA" refers to the Alliance of Canadian Cinema, Television and Radio Artists and includes, where the context requires it, any branch or local union of ACTRA
- (b) The term "day" shall mean calendar day, unless

otherwise stated, and “business day” shall mean a day of the week that excludes Saturdays, Sundays, and statutory holidays

- (c) Notices or documents required to be given or sent pursuant to this Dubbing Section shall be delivered personally by courier or sent by fax, addressed as follows:

**To ACTRA:**

Email: ned@actra.ca  
 Fax: (416) 489-8076  
 625 Church Street, 3rd Floor  
 Toronto, ON  
 M4Y 2G1  
 Attention: National Executive Director

**To the Associations:**

Canadian Media Producers Association  
 Email: toronto@cmpa.ca  
 Fax: (416) 304-0499  
 160 John Street, 5th Floor  
 Toronto, ON  
 M5V 2E5  
 Attention: National Industrial Relations

Association Québécoise de la Production Médiatique  
 Email: actra@aqpm.ca  
 Fax: (514) 392-0232  
 1470 Peel Street, Tower A, Suite 950  
 Montréal, QC  
 H3A 1T1  
 Attention: Labour Relations Counsellor

**To the Producer and to the Performer:**

At the address or fax number noted on the Voluntary Recognition Agreement or the deal memo or contract, or other such address as the Producer or Performer advises the other parties hereto from time to time.

- (d) **Deemed Receipt** In this Section, notices or other documents shall be deemed to be received by the party to whom it is addressed (“the addressee”), unless

otherwise specifically provided for in this Section or in the individual Performer contract,

- (i) on the same day, if transmitted by fax prior to 15h00 local time of the addressee, or if delivered personally to the addressee;
- (ii) the next business day, if transmitted by fax after 15h00 local time of the addressee; and
- (iii) on the third (3rd) business day following the date on which the document is sent by registered mail, unless the addressee is able to prove that said document has not been received by him or her.

## ARTICLE 2 – PERFORMER DEFINITIONS

201 **Performer** means a person whose voice is recorded off-camera in any manner whatsoever

## ARTICLE 3 – DEFINITION OF TERMS

301 **Above Minimum Fee** means the fee or fees that a Performer has contracted at rates in excess of the minimum fees and terms provided for in this Dubbing Section.

302 **ADR** See Post-synchronization

303 **Audition** means the vocal auditioning of a Performer or a group of Performers for the purpose of determining his, her, or their value or suitability for a specified performance.

304 **Availability Inquiry** means an approach to a Performer regarding his or her interest in and/or availability for an engagement.

305 **Booking** means notification to a Performer and acceptance by him or her of an engagement on a definite date or dates

306 **Dubbing** means the voice synchronization by a Performer off-camera to match a performance of a Performer in an existing Program, which Program was originally produced in a language other than English. For the purposes of clarification, an animated Program will be considered an existing Program only if the Program has been substantially

completed, it will have a full bona fide cast in its original language, and is intended to be broadcast in that original language.

Notwithstanding the above, ACTRA may, after constructive discussion with the Producer, recognize an animation Program as an existing Program even if it does not fulfill all of the referenced requirements.

In the event of any dispute or confusion as to whether or not the Production qualifies under this Section, the representatives of ACTRA and the Association(s) representing the Producer agree to meet within forty-eight (48) hours to screen the material and make a determination as to whether or not the material qualifies to be produced under the Dubbing Section. The Associations must agree unanimously or the issue will be referred to Article 8 for further disposition.

- 307 **Dubbed Production** means a production that qualifies under this Section.
- 308 **Episode** means one Program, complete in itself but forming part of a Series.
- 309 **Gross Fee** means total compensation paid to a Performer during a Dubbed Production, exclusive of monies paid by a Producer for expenses, such as per diem allowances or travel costs, as agreed.
- 310 **Line of Dialogue** means a line of script of fifty (50) keystrokes or spaces and includes all dialogue that the Performer is directed to deliver. In addition to the above,
- (a) each line of three (3) words and more up to and including fifty (50) keystrokes or spaces is considered to be a line;
  - (b) in the case of a line of three (3) words or less, each word will be considered to be a residual of a third of a line;
  - (c) in the final line count, the remaining residuals of a line will be rounded to the nearest line.
- 311 **Lip Synchronization** means, for the purposes of this Section, the voice synchronization by a performer off-camera to match the on-camera performance of another Performer in the original version.

- 312 **Multilingual Dubbed Production** means a program produced predominately in a language or languages other than English, but which may contain original performances delivered in the English language.
- 313 **Post-synchronization** means, for the purposes of this Section, the voice synchronization by a Performer of his or her voice to his or her own on-camera performance in the original version
- 314 **Producer** means the individual, company, corporation, or organization that controls, administers, directs, and is responsible for the dubbing of any Program, whether or not she, he, or it is or will be the copyright holder of the finished Program.
- 315 **Program** means a film, each Episode of a Series, or a single unit.
- 316 **Reporting Time** means the booked hour of commencement of work for a Performer.
- 317 **Role** means the part to be re-voiced by a Performer as an individual characterization.
- 318 **Series** means a number of Episodes produced as a group to be presented in a regular pattern

#### ARTICLE 4 – OBLIGATIONS OF PRODUCERS

- 401 **Preference of Engagement** The producer agrees to give preference of engagement to members of ACTRA. It is understood that in the case of Performers under the age of sixteen (16) years, permits will be issued upon application by the engager showing that all efforts have been made to engage a suitable ACTRA member for the Role.
- 402 **Policy of Equal Opportunities** The Producer will not discriminate against any Performer because of age, race, sex, creed, colour, sexual orientation or national origin. The Performer agrees that she or he will not 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, sexual orientation or national origin.

- 403 **Personal Harassment Policy** The provisions of Article 503 of Section A, concerning the personal harassment policy, shall apply to this Dubbing Section.
- 404 The Producer shall not require a Performer to work in any dubbing Production with anyone who is neither a member nor an Apprentice member of ACTRA, nor the holder of a work permit issued by ACTRA
- 405 The Producer assumes the risk of artistic competence of a Performer.
- 406 This Dubbing Section represents minimum rates and working conditions. No Performer shall be compensated at rates or fees less than those provided for herein or subject to working conditions that are less favourable than the provisions of this Dubbing Section.
- 407 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 Dubbing Section.
- 408 Performers engaged at terms or conditions in excess of the minimum provisions of this Dubbing Section shall be entitled to exercise all the benefits and protection of the provisions of this Dubbing Section
- 409 **Assignment of Fees** All payments shall be made directly to the Performer unless written authorization has been received by the Producer from such Performer authorizing payment to another party. Payment will also be made to another party in the event of a court order.
- 410 **Access to Recording Studio** The Producer shall allow an ACTRA representative access to the recording studio, upon reasonable notice, to verify compliance with the terms of this Dubbing Section. Any such access shall not interfere with the recording schedule.
- 411 **Dubbed Production Records** The Producer shall maintain adequate records with respect to Performers. Such records shall include the following:
- (a) names of Performers engaged and categories of performance

- (b) date or dates of services rendered by Performers
  - (c) amount paid for such services
  - (d) hours booked
  - (e) hours worked
  - (f) name and number of the Program or Episode
  - (g) a copy of the script
  - (h) line count
  - (i) calculation sheets
- 412 Where requested by ACTRA, the Producer shall furnish ACTRA with a copy of such information relating to any Performer concerning any or all of the aforementioned matters.
- 413 No later than forty-eight (48) hours prior to the commencement of recording, the Producer shall forward to the nearest local ACTRA office a cast list of principals for each Production and a tentative recording schedule.
- 414 During the recording session, a final version of the working script, properly paginated and with loops marked, shall be made available to the Performers, and a copy of the Performer Dubbing Time Sheet shall be duly prepared for signing by Performers. Such Time Sheets shall include the line count per Performer, the hour of call for each Performer, and a record of the length of time worked by each Performer.
- 415 With payment, the Producer shall forward to the local ACTRA office a copy of the Performer Dubbing Time Sheet duly completed and initialled by the Performer and a designated representative of the Producer (see Appendix A of this Section). Furthermore, upon request by a representative of ACTRA, the Producer shall forward to the nearest ACTRA office a copy of the script and/or, when applicable, make the “rythmo band” available to a representative of ACTRA.
- 416 **Security for Payment**
- (a) ACTRA is entitled to require a Producer to post, no sooner than ten (10) days prior to the commencement of work by the



Performers, a security for payment sufficient to cover the payroll per Program (to be based upon the production schedule provided by the Producer) and the insurance and retirement payments. The security for payment may take the form of a cash deposit to be held in trust by ACTRA in an interest-bearing account, and all accrued interest shall be the property of the Producer or, at the Producer's election, the security for payment may take the form of one or more irrevocable letters of credit in favour of ACTRA, drawn on a Canadian chartered bank. The face of the letter of credit shall specify that

- (i) ACTRA shall be entitled, upon written notice to the Producer, to draw down on the letter of credit. The notice shall stipulate the amount claimed and that such amount is due to ACTRA as a result of default by the Producer of its payment obligations as specified in the Dubbing Section
  - (ii) the said letter of credit shall have a term commencing not sooner than ten (10) days prior to the commencement of work by the Performers and terminating at a mutually agreed date after the completion of recording
  - (iii) in the event of a dispute involving outstanding payments due under the Dubbing Section, the Producer agrees to reissue a letter of credit or to post a cash bond in an amount equal to those amounts in dispute for as long as those amounts remain in dispute;
  - (iv) when a bona fide dispute arises, all remedies and recourses provided by this Dubbing Section shall be exhausted, or an Arbitrator shall rule in favour of the Performer prior to any disbursement from the letter of credit.
- (b) The provisions of (iii) and (iv) above shall apply equally to a cash bond.
  - (c) Notwithstanding Article 416(a), an Established Producer as defined herein shall not be required to post as security a cash deposit, letter of credit, or bond, but shall instead be entitled to

provide to ACTRA with a corporate Production Guarantee, in the form set out in Appendix 6.

An Established Producer shall mean a Producer

- (i) whom the CMPA or the AQPM confirms by written notice to be a Member in Good Standing;
  - (ii) whom the AQPM recognizes as a Member in Good Standing of the Association Nationale des Doubleurs Professionnels (ANDP);
  - (iii) who has maintained a permanent active dubbing Production entity with established offices and staff for the previous four (4) years, and has engaged ACTRA members for a minimum of eight (8) hours of completed programming; and
  - (iv) who has had a good track record for payment of ACTRA members, excluding minor infractions.
- (d) The Producer shall give ACTRA notice no later than thirty (30) days prior to the start of recording of its intention to provide a corporate guarantee, and shall contact ACTRA within five (5) days of giving such notice to discuss the form of such guarantee.
- (e) Should the option for a corporate guarantee be denied, a timely request having been made, the Producer shall have recourse to the following appeal procedure:
- (i) ACTRA shall meet with the Producer within five (5) business days of denial of a request;
  - (ii) an appeal committee shall be formed that will consist of the National Executive Director, ACTRA, and a representative of the CMPA and the AQPM;
  - (iii) should there be no consensus at this meeting, the Producer shall post the cash bond required by ACTRA as a gesture of good faith, pending the outcome of presenting his case in front of the Joint Standing Committee, as set out in Article 8 of the Dubbing Section; and

- (iv) should the Joint Standing Committee rule in the Producer's favour, ACTRA will immediately return the cash bond, with interest if applicable, and accept the alternative security payment agreed to by the Joint Standing Committee.

417 The Producer shall indemnify the Performer against all legal costs and any judgement arising out of a performance based upon a script supplied to him or her by the Producer and performed by the Performer as directed by the Producer, provided that the Performer co-operates with the Producer in both notifying the Producer of any threatened action and of the commencement of any proceedings, and in the defence of any action; and further provided that the Performer makes no admission of liability without the prior authority of the Producer.

#### ARTICLE 5 – OBLIGATIONS OF ACTRA AND PERFORMERS

501 Except by prior agreement with the Associations, ACTRA shall not enter into any agreement with any Producer in independent dubbing Production at rates or terms more favourable to such Producer than those set forth in this Dubbing Section, and shall not permit Performers to be engaged at rates less than those provided for herein or at terms more favourable to such Producer than those set forth herein.

502 ACTRA undertakes to require and maintain professional conduct from Performers engaged to perform under the provisions of this Dubbing Section. In the event that unprofessional conduct of one or more ACTRA members engaged under the provisions of this Dubbing Section jeopardizes the day's production, the member or members, subject to the Grievance procedure, may be found to be in breach of this Dubbing Section and may be directed by a Joint Standing Committee or by a duly appointed Arbitrator to provide compensation.

503 A Performer shall at all times report to the recording studio ready to work at the time of his or her reporting time. Performers will at all times comply with the reasonable requests and instructions of the Producer or its representative. The Performer will be reasonably familiar with the terms of this Dubbing Section.

- 504 A Performer shall identify to ACTRA any perceived breach of this Dubbing Section whenever such breach is considered to occur, in order that ACTRA may give the Producer the opportunity to remedy such perceived breach at the earliest opportunity, in the spirit of this Dubbing Section.
- 505 The Performer must advise the Producer at the earliest opportunity of any injury and/or any inability to fulfill contracted obligations.

#### ARTICLE 6 – QUALIFICATION OF PERFORMERS

- 601 In accordance with Paragraph 401, preference of engagement shall be given to ACTRA members. However, after making reasonable efforts to comply and having established that a person who is not a member of ACTRA is required in a Dubbed Production, then application shall be made for a work permit at the nearest ACTRA office at least forty-eight (48) hours prior to the commencement of work, and the following procedure will apply for the issuing of work permits:
- (a) Performers who are Canadian citizens or landed immigrants shall pay \$90.00 per week of work on a Dubbed Production for which the Performer is engaged.
  - (b) Other Performers who are neither Canadian citizens nor landed immigrants and not members of ACTRA shall pay \$225.00 per week of work on a Dubbed Production for which the Performer is engaged.
- Note:** For the purpose of clarification, a “week” as used in these subparagraphs 601(a) and (b) is understood to be seven (7) consecutive days, commencing from the Performer’s first contracted day.
- 602 The engagement of members of the Union des Artistes will be governed by the reciprocal agreement between ACTRA and the Union des Artistes.

#### ARTICLE 7 – NO STRIKE AND UNFAIR DECLARATION

- 701 During the life of this Dubbing Section, ACTRA undertakes not to call or direct a work stoppage against any Producer, except where the Producer has been declared unfair.
- 702 **Producer’s Refusal to Abide by or Follow Grievance or Arbitration Procedure or Decision** Where a Producer does not abide by, or declares his intent not to abide by, the Grievance or arbitration procedure, or refuses to comply with a decision rendered pursuant to Article 8 by a Joint Standing Committee or an Arbitrator, ACTRA may declare such Producer an unfair Producer upon ten (10) days’ notice to the Producer concerned and to the Producer’s Association, and instruct the members of ACTRA or members of another ACTRA guild not to work for such Producer.
- 703 **Producer’s Failure to Meet Payroll Obligations**
- (a) In the event that a Producer fails to meet its payroll obligations, in respect of which obligations there is no bona fide controversy, ACTRA has the right to declare the said Producer unfair, provided that the Producer receives written notice from ACTRA setting forth the facts upon which the declaration is based and the Producer is given ten (10) days from the date of receipt to cure such failure, which cure period must be specified in the notice. For greater certainty, ACTRA shall not be entitled to make such a declaration under this Paragraph in the case of a dispute between one or more Performers or ACTRA, on the one hand, and the Producer, on the other hand, as to the amount of fees due, so long as the Producer continues to meet all of its payroll obligations, in respect of which there is no bona fide controversy, to the Performers engaged on the Production.
  - (b) A Producer who receives a notice under subparagraph (a), and who does not cure the default on or prior to the expiry of the ten (10) days’ notice period, may be declared unfair.
  - (c) The “unfair Producer” declaration shall be revoked by ACTRA once the Producer is in full compliance with all of its payroll obligations in respect of which there is no bona fide controversy.

- (d) A Producer that has been declared unfair, which declaration has been revoked under the terms of subparagraph (c), shall be required to post a security for payment sufficient to cover four (4) Productions produced by the said Producer under the terms of this Agreement, until the earlier of
  - (i) two (2) years from the date on which the Producer has cured its default, as a result of which a revocation is issued by ACTRA under subparagraph (c); or
  - (ii) such time as ACTRA may determine in its sole discretion to reduce such security from four (4) to two (2) weeks of Performer payroll.

704 Performers shall not be required to work for a Producer declared unfair by ACTRA.

## ARTICLE 8 – GRIEVANCE PROCEDURES AND RESOLUTION

### 801 **Grievance Procedure**

- (a) Any Party exercising its rights under the provisions of this Dubbing Section does so without prejudice to its relations with the other Parties.
- (b) A Grievance is defined as a difference between Parties arising out of or in connection with the administration, interpretation, application, operation, or alleged violation of any provision of this Dubbing Section or any deal memorandum or contract between a Performer and a Producer, including a question as to whether a matter is arbitrable. All Grievances shall be resolved in accordance with the procedures set out in this Article.
- (c) The Parties acknowledge and agree that the timely and prompt settlement of all disputes between the Parties should be encouraged and that therefore any dispute may be settled at the time of its occurrence by the ACTRA steward and the authorized representative of the Producer, without recourse to the formal Grievance procedure.

- (d) The Performer must advise ACTRA within thirty (30) days of the date on which the Performer becomes aware or ought to have become aware of the act or the omission giving rise to the Grievance. A Party may initiate a Grievance only within sixty(60) days of the date on which that Party becomes aware or ought to have become aware of the act or omission giving rise to the Grievance.
- (e) A Grievance shall be considered initiated when the initiating Party (“the Grievor”) sets forth in writing the facts giving rise to the dispute, the relevant articles of this Dubbing Section or the individual contract, and the remedy sought, and delivers the Grievance to the other Party to the Grievance (“the Respondent”) and to the organization to which the Respondent belongs
- (f) In all cases concerning a Performer, ACTRA, as the exclusive bargaining agent for Performers covered by this Dubbing Section, will be considered the Grievor or the Respondent, as the case may be. The Association to which the Producer belongs shall be advised by the Grievor. When the Producer is not a member of one of the Associations, the Grievor shall advise all of the Associations.
- (g) ACTRA or the Associations, as the case may be, shall notify forthwith the other Parties to this Dubbing Section of the Grievance and provide each with a copy of the Grievance. A representative of ACTRA, a representative of the Associations designated by the Associations, the Producer or its duly authorized representative, and the Performer or his or her representative shall meet within five (5) business days to attempt to settle the Grievance informally.
- (h) Those present at the Grievance meeting shall adduce all available and relevant facts, documents, and evidence in order that the Parties may have the clearest understanding of the issues. At the meeting there shall be a full and frank discussion on a without-prejudice basis of those issues in order to achieve a fair and workable settlement

- (i) The persons present at the Grievance meeting shall have the authority to settle the Grievance. The settlement, if any, shall be noted in writing and signed by those attending the Grievance meeting, each of whom shall receive a true copy of the terms of the settlement. A copy shall be sent to each of the Associations and to ACTRA. Such settlement shall be binding on all Parties, including, without limitation, the Performers.
- (j) In the event that attempts to settle the Grievance matter have not resulted in a satisfactory settlement of the Grievance, any Party to the Grievance may, within five (5) business days following the Grievance meeting, give written notice to the other Parties attending the Grievance meeting and to the Associations, referring the Grievance to the Joint Standing Committee or, in the discretion of the referring party, directly to arbitration. If the referring party refers the matter to the Joint Standing Committee and the responding party wishes to have the matter referred to arbitration instead of the Joint Standing Committee, said Party shall have the right, within five (5) business days from receipt of the notice, to refer the grievance to arbitration.

## 802 **Joint Standing Committee**

- (a) The Joint Standing Committee shall convene, at the time and place to be agreed by ACTRA and the Associations, within fifteen (15) business days of receipt of the said notice.
- (b) The Joint Standing Committee shall consist of a panel of not fewer than four (4) and not more than six (6) representatives of the Associations and ACTRA. ACTRA and the Associations shall have equal representation on the Committee.
- (c) The Associations' representatives shall be directors, officers, or permanent employees of Producers who are involved in dubbing and who are currently, or have been within the proceeding twelve (12) months, a signatory to this or to the former Dubbing Section. No one appointed to the Joint Standing Committee shall have been involved in the Grievance prior to appointment to the Joint Standing Committee. The Associations shall advise ACTRA as to



the number of representatives to be appointed to represent the Associations. At no time shall ACTRA staff and/or employees of the Associations be appointed to a Joint Standing Committee.

- (d) At least three (3) business days prior to the Joint Standing Committee hearing, the Parties to the Grievance shall present all documents, including all correspondence to which they intend to refer during the course of the meeting; moreover, they shall inform ACTRA and the Associations of any witnesses they intend to call
- (e) The Joint Standing Committee shall appoint a chairperson from among themselves. The Joint Standing Committee may establish its own procedures and guidelines for the hearing, including the recording of minutes or notes. The Joint Standing Committee shall be governed by the following principles:
  - (i) both Parties shall have full opportunity to be heard;
  - (ii) no Party shall be surprised by evidence or facts adduced before the Joint Standing Committee; and
  - (iii) the Joint Standing Committee may recognize industry practices where reasonable to do so under the circumstances
- (f) When the Joint Standing Committee is satisfied that it has heard fully from the parties to the Grievance, the Joint Standing Committee shall dismiss the Parties in order to consider and render its decision.
- (g) The Joint Standing Committee shall not have the authority to amend, modify, add to, or delete any provision of this Dubbing Section.
- (h) All decisions of the Joint Standing Committee shall be in writing and shall be signed by the members of the Committee. A copy of the decision shall be sent to the Parties to the Grievance, including, without limitation, the Performers.
- (i) If the Joint Standing Committee fails to reach a majority decision, either Party to the Grievance may, within five (5) business days of the date the decision of the Committee is delivered to it, refer the

matter to arbitration by giving notice to the other Party to the Grievance, to ACTRA, and to the Associations.

### 803 **Arbitration**

- (a) A grievance that has been referred to arbitration by arbitration notice shall be heard by a sole Arbitrator, who shall be selected from a list of five (5) Arbitrators listed on one of the following three (3) panels. A list of the Arbitrators on each panel shall be available from ACTRA and the Associations' offices.
  - (i) where the majority of the Production takes place in Ontario or east of Quebec;
  - (ii) where the majority of the Production takes place in Quebec;  
or
  - (iii) where the majority of the Production takes place west of Ontario.
- (b) During the term of this Dubbing Section, the Parties may mutually agree to substitute any Arbitrator on this list for another Arbitrator agreeable to the Parties. The Arbitrators shall be listed in alphabetical order.
- (c) The Party referring the Grievance to arbitration shall remove two (2) names from the list of Arbitrators provided in subparagraph (a) and the Party responding shall remove an additional two (2) names from the list, and the name of the Arbitrator remaining shall be the Arbitrator selected to hear the Grievance.
- (d) If the Arbitrator so selected is unable to convene a hearing within twenty-one (21) business days of being contacted, then, at the request of either Party, the remaining Arbitrators will be contacted in alphabetical order until one of them is found who can convene a hearing within twenty-one (21) business days of being contacted. If none of the Arbitrators contacted is able to convene a hearing with twenty-one (21) business days of being contacted, then the Arbitrator who can convene a hearing within the shortest period shall be the Arbitrator selected.

- (e) By mutual agreement, ACTRA and the Associations concerned may each appoint one (1) additional Arbitrator who has knowledge and/or experience with respect to the film industry, and the two (2) Arbitrators so appointed, together with the Arbitrator selected from the list in subparagraph
- (f) Nothing herein shall prevent the Parties to the Grievance from mutually agreeing upon the appointment of an individual who is not listed in subparagraph (a) to act as the Arbitrator.
- (g) The Association representing the Producer, if any, shall be an interested Party and shall be entitled to participate in the hearing of the matter.

#### 804 **Arbitration Process**

- (a) The Arbitrator shall have all necessary powers to determine the real issue in dispute according to the merits and, if appropriate, award monetary payments, adjustments, or damages consistent herewith.
- (b) The Arbitrator has the exclusive jurisdiction to exercise the powers conferred upon him or her by the provisions of this Dubbing Section and to determine all questions of fact and law that arise in any matter before him or her. The finding of an Arbitrator as to the facts and as to the meaning or violation of the provisions of this Dubbing Section shall be conclusive, final, and binding on all of the Parties, including, without limitation, the Performers. The Arbitrator shall not have the power or authority to amend, modify, add to, or delete any provision of this Dubbing Section or any part thereof.
- (c) In order to encourage settlement of the dispute and with the agreement of the Parties, the Arbitrator may use mediation, conciliation, or other procedures at any time during the arbitral proceedings.
- (d) The cost, fees, and expenses of the Arbitrator shall be shared equally by the Grievor and the Respondent unless otherwise ordered by the Arbitrator pursuant to this provision. The Arbitrator

may, in appropriate circumstances, order one Party to reimburse the other Party for

- (i) their respective costs, provided that the maximum recoverable counsel fee shall be one thousand dollars (\$1,000.00) per full day of hearing;
  - (ii) their share of the Arbitrator's fees, either in whole or in part.
- (e) The decision of the Arbitrator shall be issued in writing to the Parties to the dispute and to the Associations, and shall be conclusive, final, and binding on the Parties, including, without limitation, the Performers.
- (f) Upon the mutual agreement of the Parties, the Arbitrator shall be entitled to deliver an oral or "bottom-line" decision forthwith or as soon as practicable after the completion of the hearing, and postpone the issuance of the arbitration award.
- (g) Any time limits prescribed in this Article A10 may be extended by mutual agreement of the Parties to the Grievance and the Associations. An Arbitrator may extend the time for the taking of any step in the Grievance and arbitration procedures, despite the expiration of the time, where the Arbitrator is satisfied that there are reasonable grounds for the extension and that the responding Party will not be substantially prejudiced by the extension.

## ARTICLE 9 – CONDITIONS OF WORK FOR PERFORMERS

- 901 (a) Upon Booking, Performers shall be given specific notice of the Roles to be performed, the nature of those Roles, the total line count, and the duration of the engagement. The Booking shall be verbally confirmed.
- (b) When the length of call is not specified at the time of booking, it shall be assumed to be a two (2) hour call and paid as such
- 902 **Workday** The workday shall consist of eight (8) consecutive hours in any day, exclusive of meal periods. The workday shall commence at the Performer's Booking time or when the Performer commences recording, whichever is earlier, and the workday does not end until the

time indicated in the Booking or when the Performer finishes recording, whichever is the later.

903 **Calendar Day** A workday starting on one calendar day and continuing into the next shall be deemed to be one (1) workday, namely that on which work started, provided that work past midnight was originally scheduled.

904 **Night Recording** shall refer to work performed between the hours of 2200h on one day and 0800h on the following.

905 **Reporting Time**

(a) Should the Producer call a Performer for more than one separate reporting time during any one day, each new reporting time will constitute a new first hour of work.

(b) Notwithstanding the foregoing, if the Producer allows more than one separate reporting time during any one (1) day at the request of the Performer, then the rate of pay for that Performer will be calculated on the actual number of hours worked by the Performer as an uninterrupted day.

## ARTICLE 10 – OVERTIME

1001 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 a half (1/2) hour or less may be paid in half (1/2) hour units at the prorated rate.

1002 Any time worked by a Performer during Night Recording shall be paid at the rate of one hundred and fifty percent (150%) of the Performer's contracted hourly rate.

1003 When a Performer is required to work on a Dubbed Production for six (6) consecutive days, the performer shall be paid for the sixth (6th) day at one hundred and fifty percent (150%) of the Performer's contracted daily, hourly or overtime rate.

- 1004 When the exigencies of the Dubbed Production schedule demand extraordinary measures and require a Performer to work seven (7) consecutive days, the Performer shall be paid for the seventh (7th) day at two hundred percent (200%) of the Performer's contracted daily, hourly, or overtime rate.
- 1005 When a Performer is required to work on a Dubbed Production between 1800h on a Saturday and 800h on the following Monday, the performer shall be paid at one hundred and fifty (150%) of the Performer's contracted daily, hourly or overtime rate.
- 1006 The maximum compounding effect of the application of overtime and penalty payments provided in this Dubbing Section shall not exceed three hundred percent (300%) of the Performer's contracted hourly rate.

#### ARTICLE 11 – REST PERIODS

- 1101 **Rest Between Days** There shall be a rest period of not less than ten(10) hours between the end of one workday and the beginning of work on the next day. If a Performer is required by the Producer to report for work within such a ten (10) hour period, the Performer shall be paid for such hours at the rate of two hundred percent (200%) of such Performer's contracted hourly rate.
- 1102 **Rest Periods** There shall be a five (5) minute rest period provided for each two (2) hours of work. During recording, the rest period may be waived, the accumulated time to be taken at a more convenient period of the day.

#### ARTICLE 12 – MEAL PERIODS

- 1201 No work session shall be more than five (5) hours without a meal break. Such meal break shall not be paid.
- 1202 No such meal break shall be less than one (1) hour or more than two (2) hours at a time.

- 1203 Should the Producer call a meal break of longer than one hundred and twenty (120) minutes, the resumption of work after the meal break will constitute a new reporting time.
- 1204 There shall be a meal period of one-half (1/2) hour after each four (4) hours of overtime worked.
- 1205 Where the exigencies of a Dubbing Production make it necessary and the Performers agree to work during the meal period, each Performer shall be compensated at two hundred percent (200%) of the Performer's contracted hourly rate (calculated in half-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 a loop shall not be considered a breach of this Article.

#### ARTICLE 13 – CANCELLATIONS AND POSTPONEMENTS

- 1301 **Force Majeure** If a Dubbing Production is frustrated or interrupted by reason of any cause beyond the reasonable control of the Producer, such as, but not limited to, war, fire, hurricane, or flood; governmental regulation or order in a national emergency; or power failure, the Producer may either cancel the Dubbing Production (in which event the Producer shall pay to the Performer monies accrued to the date of such cancellation) or make such other arrangement with the Performer by way of postponement and the like, as may be practicable to fulfill the engagement.
- 1302 **Cancellation of a Dubbing Production** If a Dubbing Production is cancelled for any reason other than that provided for in Paragraph 1301, the Producer shall not be required to pay the Performers, provided notice of such cancellation is received by the Performers seventy-two (72) hours in advance of a Booking. Should the Producer be unable to give seventy-two (72) hours' notice, the Producer shall be liable for all time contracted in the seventy-two (72) hour notice period.
- 1303 **Illness** Should illness or other physical or similar cause prevent the Performer from carrying on the Performer's individual contract, the

Performer shall provide a medical certificate. If the Performer is absent by reason of illness for more than one day, the Producer may

- (a) terminate the engagement forthwith upon payment to the Performer of monies accrued to the date of the Performer's absence; or
- (b) suspend the engagement for the period of absence and, subject to the Performer's other engagements entered into before the beginning of such period, extend the period of first Booking by the period of absence.

#### ARTICLE 14 – WORKING ENVIRONMENT

- 1401 Performers may refuse to commence work where the Producer fails to provide the following facilities:
- (a) a supply of pure drinking water;
  - (b) a suitable seat for each Performer during rest periods;
  - (c) a smoke-free working environment at locations where Performers are dubbing, save and except where such prohibition would conflict with the provisions of a collective agreement with another union; and
  - (d) clean and accessible toilets and washrooms.

#### ARTICLE 15 – DOUBLING

- 1501 **Live-Action Programs or Films** Except in the case of an animated film or Program, during one session, a Performer who is required to dub more than two (2) Roles in the same film (or in the same Episode of a Series) or four (4) Roles in different Episodes of a Series, shall receive additional payment of not less than \$67.00 / \$68.25 / \$69.50 for the first such double and \$40.50 / \$41.25 / \$42.00 for the second and each subsequent double.

A Performer who is required to dub roles in more than one film or Series in the same session shall be paid for each film or Series as a separate Call.



**1502 Animated Programs or Films** During one session, a Performer who is required to dub more than three (3) Roles of indefinite length and two (2) Roles of not more than three (3) lines in the same animated film (or in the same Episode of an animated Series) shall receive additional payment for doubling. Such additional payment shall be in accordance with the fees in Paragraph 1501 above.

A Performer who is required to dub Roles in more than one animated film or animated Series in the same session shall be paid for each animated film or animated Series as a separate call.

For purposes of the Dubbing Section, the following will also be treated as animated programs: puppet, animal, animated object, and claymation programs.

**1503 Participation in Off-Camera Crowd Noises** Participation in off-camera crowd noises shall not be considered as doubling, and is permissible without additional compensation.

## ARTICLE 16 – SONGS

**1601** The present Article establishes the conditions for the dubbing of songs.

**1602** Incidental humming is not considered to be singing.

**1603** (a) When a song is part of a Dubbed Production, whenever possible the Producer will supply to the Performer, prior to the recording, a cassette or a music sheet of the song. For his or her “at home” Rehearsal time the Performer will be paid one (1) hour at the appropriate first-hour fee.

(b) The Performer dubbing such a song will be paid as follows:

- (i) the number of lines in the song, added to the lines of script the Performer is called upon to voice, multiplied by the appropriate per line fee; or
- (ii) the hourly rate of the duration of the work session or sessions,

- 1604 (a) When a song is included in the opening or closing sequence of a Series, the Performer dubbing such a song will be paid as follows:
- (i) a minimum four (4) hours Booking at the appropriate rate; or
  - (ii) the number of lines, multiplied by the number of Episodes, multiplied by the appropriate per line fee, according to whichever method of payment is greater for the Performer
- (b) The above fees entitle the Producer to use the song in twenty- six (26) Episodes of a Series.
- (c) For the use of each subsequent group of thirteen (13) Episodes or less, the Producer will pay to the Performer forty percent (40%) of the fee mentioned in Paragraph 1604(a) above.

#### ARTICLE 17 – DIALOGUE IN OPENING AND CLOSING SEQUENCES

- 1701 When a Performer participates in standard openings and/or closings for a Series, this will be paid at the line count multiplied by the number of Episodes it is used on.

#### ARTICLE 18 – TALENT AUDITIONS

- 1801 **Voice tests** are those tryout periods wherein a Performer or group of Performers are tested for ability, talent, and/or suitability for inclusion in a Dubbed Production. No fees are required for the auditioning of a Performer. It is the intention of this clause to afford the opportunity for Performers to display their individual talents. However, a Performer who is detained by the Producer for more than one (1) hour before the commencement of an Audition shall be compensated for all excess time over the hour at the rate of \$46.25 / \$47.25 / \$48.25 per hour or part thereof.
- 1802 **Audition Recall** Where a Performer is required to attend a third (3rd) or subsequent Audition, the Producer shall compensate the Performer for expenses incurred by paying an amount not less than \$60.00 / \$61.25 / \$62.50 for each hour or part thereof.
- 1803 The audition should take place with projection of the picture with the original soundtrack and the rythmo band (where available).

- 1804 **Open Audition Call** Where open Performer Auditions, tests, or interviews are to be held for any category, notice of such Audition with necessary details shall be given to ACTRA not less than four (4) days prior to such Audition, when feasible.
- 1805 **Preference of Audition** The Producer agrees to give ACTRA members preference in the auditioning of Performers. In the case of open calls, ACTRA members shall be auditioned in advance of and separate from non-ACTRA members. However, ACTRA members may be auditioned during non-member Auditions if they are unavailable during member Audition time.

#### ARTICLE 19 – TRAILERS, PROMOS AND EXCERPTS

- 1901 An excerpt of not more than two (2) minutes in length may be used as a trailer or promo, including use in an awards Program for the promotion of a Program or Programs within a Series from which the excerpt has been taken, without additional payment to the Performer. Such excerpts or clips may also be used with a Series from which the footage was taken for recaps, previews, or teasers, without additional payment.
- 1902 The Producer may take excerpts of more than two (2) minutes from a Dubbed Production in which a Performer has participated for Use in another Dubbed Production, upon payment to the Performer in the excerpt of a fee calculated upon the line count in the excerpt. The fee shall either be added to the Performer's fee for the second Dubbed Production or shall constitute a separate payment. All other terms and conditions of this Dubbing Section shall apply to the new Program as if the Performer had actually participated.
- 1903 If the Producer desires the services of a Performer in making promos or trailers, the Performer shall be paid the appropriate per line or per hour dubbing fee, whichever is higher.

**ARTICLE 20 – CREDITS**

2001 When the Producer receives an on-screen credit, the Principal Actors will be given credit whenever possible. If the Producer receives an on-screen credit and the Principal Actors do not, the Producer will explain the reasons to ACTRA.

**ARTICLE 21 – FEES**

2101 The fees paid to Performers shall be based on the following:

- (a) the length of the Booking or Bookings,
- (b) the length of time actually spent in recording, or
- (c) the line count, whichever is greatest.

2102 The dubbing of live-action and animation Programs shall be paid in accordance with the following fee schedules:

### Live Action

<b>Hours</b>	<b>Period 1</b>	<b>Period 2</b>	<b>Period 3</b>
1	\$171.50	\$175.00	\$178.50
2	\$245.00	\$250.00	\$255.00
3	\$325.25	\$331.75	\$338.50
3.	\$364.25	\$371.50	\$379.00
4	\$404.00	\$412.00	\$420.25
4.	\$443.50	\$452.25	\$461.25
5	\$483.00	\$492.75	\$502.50
5.	\$522.00	\$532.50	\$543.25
6	\$561.75	\$573.00	\$584.50
6.	\$601.00	\$613.00	\$625.25
7	\$641.50	\$654.50	\$667.50
7.	\$679.75	\$693.25	\$707.00
8	\$719.50	\$734.00	\$748.75
each additional hour, payable in 1/2 hour units	\$118.50 per hour	\$120.72 per hour	\$123.25 per hour
fee per line	\$4.73	\$4.82	\$4.92

Period 1: January 1, 2016, to December 31, 2016

Period 2: January 1, 2017, to December 31, 2017

Period 3: January 1, 2018, to December 31, 2018

### Animation

Hours	Period 1	Period 2	Period 3
1	\$178.50	\$182.00	\$185.75
2	\$260.50	\$265.75	\$271.00
3	\$342.25	\$349.00	\$356.00
3.5	\$384.00	\$391.75	\$399.50
4	\$425.25	\$433.75	\$442.50
4.5	\$467.50	\$476.75	\$486.25
5	\$507.50	\$517.75	\$528.00
5.5	\$548.50	\$559.50	\$570.75
6	\$589.50	\$601.25	\$613.25
6.5	\$631.25	\$644.00	\$657.00
7	\$673.00	\$686.50	\$700.25
7.5	\$714.00	\$728.25	\$742.75
8	\$756.00	\$771.00	\$786.50
each additional hour, payable in 1/2 hour units	\$123.00 per hour	\$125.50 per hour	\$128.00 per hour
fee per line	\$4.73	\$4.82	\$4.92

Period 1: January 1, 2016, to December 31, 2016

Period 2: January 1, 2017, to December 31, 2017

Period 3: January 1, 2018, to December 31, 2018

#### 2103 **Payment Step-up in Multilingual Dubbing Productions**

- (a) When a Performer is engaged to dub a major Role, originally performed in the English language, in a multilingual production, the Performer's total earning shall be subject to a seventy-five percent (75%) step-up fee. Such step-up will apply whenever a Performer provides synchronized dialogue (lip sync) consistent with the original English-language performance.
- (b) As an exception to the foregoing, when "incidental English" is employed in a Production, and where such is retained in the original version, no premium shall be payable. Nor would the

dubbing of minor Roles in English-language performance attract the premium.

- 2104 **Use** The payment of the rates shall entitle the Producer to unlimited use of the dubbed Programs without additional payment of fees.

## ARTICLE 22 – PAYMENT

- 2201 **Payment** For work done between the first (1st) and fifteenth (15th) of the month, payment will be due by the thirtieth (30th) of that same month. Work done between the sixteenth (16th) and the last day of the month will be payable not later than the fifteenth (15th) day of the subsequent month. If the fifteenth (15th) day or the thirtieth (30th) day of a month falls on a holiday or weekend, the payment will be due on the workday immediately preceding.

- 2202 **Late-Payment Penalty** If the payment of fees is not executed as prescribed in Paragraph 2201, the Producer shall pay to the Performer a late-payment charge of three dollars (\$3.00) per day per Performer, up to and including seven (7) days. Beyond that delay, the late-payment charge shall be five dollars (\$5.00) per day per Performer. This provision shall not apply in the following circumstances:

- (a) where the Producer has filed with ACTRA a bona fide dispute relating to the fees payable;
- (b) where normal methods of payment are interrupted, e.g., by reasons of national mail strike.

- 2203 Upon receipt of fees, a Performer shall have thirty (30) days in which to report any error in payment, following which the payment shall be deemed to have been correct.

- 2204 **Assumption Agreement**

- (a) If the Producer sells, assigns, or otherwise disposes of any Dubbed Production produced under this Dubbing Section, or any rights thereto, the Producer shall not be relieved of any of its obligations for the payment due under this Dubbing Section, unless the third party to whom the said property or rights have

been sold, assigned, or otherwise disposed of (“the Purchaser”) assumes the obligations for such payments by Distributor’s Assumption Agreement in the form contained in Appendix 9, and ACTRA approves the assumption in writing. Such approval shall not be unreasonably withheld.

- (b) Upon seeking the approval of ACTRA to a sale, assignment, or other disposition as provided for herein, the Producer shall provide to ACTRA such information and material pertaining to the Purchaser as ACTRA may reasonably require, including, but not limited to, the financial status of the Purchaser, the individual principals and/or directors of the Purchaser, and the terms and conditions of the Purchase Agreement.

#### ARTICLE 23 – ADMINISTRATIVE FEES

2301 The Producer shall assist in defraying the cost of administering the terms of this Agreement by paying as an administration fee the following percentage of the Gross Fees paid to all Performers engaged for the production of a Program:

- (a) **ACTRA Fees** If the Producer is a Member in Good Standing of one of the Producers’ Associations as of the date of remittance of the administration fee, as evidenced by written notice from one of the Associations to such effect, the Producer shall pay one percent (1%) of the Gross Fees paid to all Performers engaged by the Producer for the Production (“Gross Performers’ Fees”) to a maximum of \$1,500.00 per Production or Episode. However, if the Gross Performers’ Fees in respect of a Production (excluding a Series) exceed two million dollars (\$2,000,000.00), the above noted maximum administration fee shall be three thousand dollars (\$3,000.00).
- (b) **CMPA Fees** If the Producer is a Member in Good Standing of the CMPA as of the date of remittance of the administration fee, the Producer shall pay one and one half percent (2%) of the Gross Performers’ Fees, to a maximum of three thousand five hundred dollars (\$3,800.00) per Production or Episode, to the CMPA.



However, if the Gross Performers' Fees in respect of a Production (excluding a Series) exceed two million dollars (\$2,000,000.00), the above noted maximum administration fee shall be five thousand dollars (\$5,700.00).

- (c) If the Producer is a Member in Good Standing of the AQPM or of the ANDP only as of the date of remittance of the fee, the Producer shall pay one percent (1%), to a maximum of \$1,500.00 per Production or Episode, to ACTRA. A Producer who is a member of the AQPM or ANDP shall pay any levies that may be due to the AQPM or ANDP directly to the AQPM or ANDP, as the case may be.
- (d) If the Producer is not a Member in Good Standing of one of the Producers' Associations as of the date of remittance of the fee, as evidenced by written notice from one of the Associations to such effect, the Producer shall pay five percent (5%), with no maximum for any Production or Episode, to be sent directly to ACTRA.
- (e) All amounts collected under subparagraphs (b) and (c) above shall be divided as follows: fifty percent (50%) shall be retained by ACTRA and fifty percent (50%) shall be paid to the CMPA (or the AQPM, if the majority of the Production was dubbed in Quebec). ACTRA shall remit the respective shares of the administration fees itemized by the Production to the CMPA or AQPM within thirty (30) days of the end of each calendar quarter. Upon seventy-two (72) hours' notice, an authorized representative of the CMPA or AQPM may, during normal business hours, inspect the books and records of ACTRA pertaining to collection and remittance of the administration fee.
- (f) During the life of this Agreement, the CMPA may amend the amounts payable to the CMPA set out in subparagraph (a) above.

<b>ARTICLE 24 – INSURANCE AND RETIREMENT PLAN AND PERFORMER DEDUCTIONS</b>
----------------------------------------------------------------------------

2401 **Insurance** The Producer shall contribute, for insurance benefits of each Performer who is a member of ACTRA, an amount equal to five percent (5%) of the Gross Fees paid to such Performer.

- 2402 **Retirement Plan** The Producer shall contribute, for retirement purposes of each Performer who is a member of ACTRA, an amount equal to seven percent (7%) of the Gross Fees paid to each such Performer.
- 2403 **Deduction from Performer's Fees: Retirement Plan** The Producer shall deduct for retirement purposes an amount equal to three percent (3%) of the Gross Fees paid to each Performer.
- 2404 **Deduction from Performer's Fees: ACTRA Dues** The Producer shall deduct dues at a rate determined by ACTRA from the Gross Fees paid to each Performer who is an ACTRA member and remit such amount to ACTRA. During the life of this Agreement, ACTRA may amend the percentage of the deduction with ninety (90) days' notice to the Associations.
- 2405 **Non-members' Equalization Payments and Deductions**
- (a) In order to equalize the payments and deductions in respect of ACTRA members and non-members, the Producer shall
    - (i) contribute an amount equal to twelve percent (12%) of the Gross Fees paid to each Performer who is not a member of ACTRA, including those designated as Apprentice or temporary members and work permittees (non-members), and their share of the Arbitrator's fees, either in whole or in part; and
    - (ii) deduct from the remuneration payable to each non-member and Apprentice member an amount equal to three percent (3%) of the Performer's Gross Fees (inclusive of Use fees) to a maximum of three thousand dollars (\$3,000.00) per Performer per Production (or per cycle, in the case of a Series).
  - (b) The equalization payments and deductions pursuant to this Article may be used and applied by ACTRA for disposition in such manner and for such purposes as may be determined at its absolute and unfettered discretion.
  - (c) All contributions and deductions made pursuant to this Article shall be payable by cheque to
    - (i) the Union of British Columbia Performers (UBCP), in respect

of Productions in the Province of British Columbia; or  
(ii) ACTRA, in the case of all other Productions.

2406 With respect to Performers whose Gross Fees from a contract of engagement exceed one hundred thousand dollars (\$100,000.00) Canadian, the maximum contributions pursuant to Article 24 shall be

- (a) \$5,000.00 (Canadian) pursuant to Article 2401
- (b) \$7,920 (Canadian) pursuant to Article 2402
- (c) \$3,000.00 (Canadian) pursuant to Article 2403

For the purposes of this provision, a contract of engagement for a Performer in a Series shall mean a Series cycle, but each additional optioned year shall be considered a separate contract of engagement.

2407 All contributions and deductions made pursuant to this Article, other than payments made pursuant to Appendix 20, Article 2404, shall be payable by cheque to ACTRA I&R. All contributions and deductions made pursuant to Appendix 20, Article 2404, shall be payable by cheque to ACTRA. All cheques shall be mailed to the local ACTRA office in the location where the Production is being produced and/or administered. All deductions and contributions shall be indicated on the Performer Independent Production Remittance Statement and shall be payable at the same time as, and for the same period covered by, the Production payroll.

2408 **Late-Payment Penalties** In the event that payment of insurance and retirement contributions and deductions is left outstanding after the Actors' fees have been paid as prescribed in Paragraph 2201, the Producer shall incur a late-payment charge of twenty- four percent (24%) per annum, payable monthly, of the total of the outstanding contributions and deductions for each thirty (30) day period or part thereof, beginning with the first day following the fifteenth (15th) day. Remittance of the late-payment charge shall be made as prescribed in Paragraph 2407. This provision shall not apply in the following circumstances:

- (a) where the Producer has filed with ACTRA a bona fide dispute relating to the charges payable
- (b) where the normal methods of payment are interrupted, e.g., by reasons of national mail strike.

**ARTICLE 25 – APPENDICES PARTICULAR TO THE DUBBING SECTION**

Please refer to the following appendices of the IPA:

Appendix 3: Voluntary Recognition Agreement

Appendix 6: Production Guarantee

Appendix 9: Distributor’s Assumption Agreement

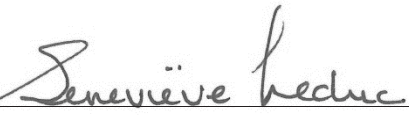
**ARTICLE 26 – DURATION**

This Agreement will come into effect on January 1, 2016, and remain in effect until December 31, 2018. Time frames governing notice to renegotiate shall be as per the Negotiation Protocol.

In witness whereof the parties have caused this Agreement to be executed as of the 1st day of January, 2016.

**Association Québécoise de la Production Médiatique**

Per 

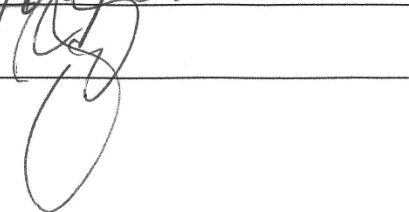
Per 

**Canadian Media Producers Association**

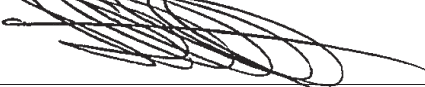
Per 


**Association Nationale des Doubleurs Professionnels**

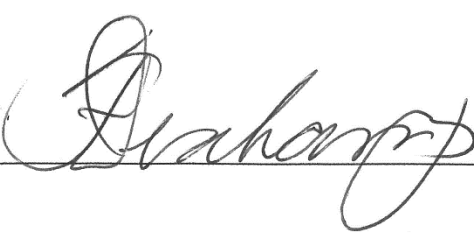
Per 

Per 

**ACTRA**

Per 

Per 

Per 

## APPENDIX 21

### PROVISIONS APPLYING TO QUÉBEC ONLY

Because of the Act Respecting the Professional Status and Conditions of Engagement of Performing, Recording and Film Artists (R.S.Q., c. S-32.1) (hereafter “the Act”) and the need for some accommodations to the terms and conditions of the IPA, the present Appendix is applicable to Producers who are members of the AQPM and, as the case may be, to any Producer who would be included in any recognition granted to the AQPM by the Commission de reconnaissance des associations d’artistes et des associations de producteurs (hereafter “the Commission”).

1. As per one of the recognitions by the Commission that came into force on October 15, 1994, ACTRA’s exclusive jurisdiction in the province of Québec pertains to all Performers in the field of film in the English language.
2. For Programs produced simultaneously in the English language and another language (a “double shoot”), the Parties agree to enter promptly into negotiations in good faith with the Union des Artistes (“UDA”) to reach an agreement on the terms and conditions that would apply to such Productions.

The Parties also agree that bilingual Productions (French and English, e.g., *Bon Cop, Bad Cop*) be treated in the same manner as described in the above paragraph.

Contingent on the UDA’s approval, the Parties agree to refer the matter to the non-binding mediation process established for double-shoot and bilingual Productions should the talks require assistance to arrive at an agreement.

3. It is understood that in the province of Québec, the IPA, once ratified by the AQPM, shall bind its members and, as a consequence, such members shall not be required to sign the Voluntary Recognition and Negotiation Protocol.
4. It is understood that for the moment the AQPM binds only its members to the provisions of the IPA.

When and if the AQPM is recognized under the Act Respecting the Professional Status and Conditions of Engagement of Performing,

Recording and Film Artists (R.S.Q., c. S 32.1), the IPA will also bind all Producers in Quebec in the field of activity established by the Québec Commission de reconnaissance des associations d'artistes et des associations de producteurs.

Regardless of the field of activity appearing in its recognition, the AQPM always binds its members to the entire provisions of the IPA.

However, if another group agreement is concluded between ACTRA and another group of Producers for a type of Production covered by the IPA (e.g., industrial programs, video clips, etc.), the IPA will cease to be applicable to members of the AQPM for that type of Production on the day the other group agreement comes into force.

ACTRA acknowledges and agrees that, for the moment, the AQPM does not represent Producers whose field of activity is solely new media production (e.g., interactive video games) produced primarily as compact devices.

5. The inclusion of a particular category of Performer in the IPA shall not be deemed an admission on the part of the AQPM that such Performers are artists within the meaning of the Act.
6. Section A902 must be read as follows in the province of Québec: “A902 Producer’s Refusal to Abide by or Follow Grievance or Arbitration Procedure or Decision Where a Producer does not abide by, or declares his intent not to abide by, the Grievance or arbitration procedure, or refuses to comply with a decision rendered pursuant to Article A10 by a Joint Standing Committee or an Arbitrator, ACTRA may declare such Producer an unfair Producer upon ten (10) days’ notice to the Producer concerned and to the Producer’s Association.”
7. Section A803 of the IPA must be read as follows in the province of Québec: “A803 The Performer shall be provided with a contract at least forty-eight (48) hours prior to the commencement of work. Where exceptional circumstances dictate, the Producer may apply to the local ACTRA office for relief from the provisions of this Article. The Performer shall return a fully executed copy of the contract to the Producer by the earlier of within forty-eight (48) hours of receipt or commencement of rendering of services. The Producer shall file a copy of each contract with the local ACTRA office and

AQPM. ACTRA undertakes to maintain such information confidential and shall not allow anyone who is not a full-time employee of ACTRA or a party to the contract access to same without prior written consent of the Producer.”

8. Nothing in the present Appendix shall be interpreted as limiting any exclusive recognition granted to ACTRA by the Commission. Without limiting the generality of the foregoing, ACTRA may continue to negotiate minimum working conditions or the application of the IPA with any Producer not represented by the AQPM.
9. The present Appendix supersedes the terms and conditions of the IPA and any part of the IPA which is in contradiction with this Appendix or with the Act shall be automatically modified to conform with this Appendix and the Act.

## **APPENDIX 21A**

### **LETTER OF UNDERSTANDING REGARDING APPLICATION OF SECTION A517 IN QUÉBEC**

#### **(RE REGIONAL DISCREPANCIES AND IMPACT OF QUÉBEC LEGISLATION)**

1. It is understood that Security Agreements signed by Quebec-based Producers for the purpose of section A517(b) will be registered on the Register of Personal and Movable Real Rights (the “Register”) (or any comparable structure that the Quebec Government may create for the purpose of registering priorities of the nature of the Security Agreements, as applicable) by ACTRA or its assigns (including ACTRA PRS) as soon as it is authorized or requested by ACTRA under the terms of the Agreement.
2. It is also understood that, for the purpose of said registrations, ACTRA or its assigns will indicate that the value of a given Security Agreement is equivalent to the amount of Use Fees paid by the Producer (whether through Article B4, through the Advance or prepayment mechanisms created under Articles B5 or B6 or through any other mechanisms, as applicable). For example, if a Producer elects to pay a 25% non-refundable Advance on a given Production, the value of the relevant Security Agreement (for the purpose of registration on the Register) shall be 25% of Net Fees; if the Producer acquired Use rights through the prepayment option, the value of the relevant Security Agreement shall be 130% or 105% (as the case may be) of Net Fees.
3. It is further understood that, for the purpose of registrations on the Register, ACTRA or its assigns may consider that the amount of Use Fees paid by the Producer is equivalent to the amount projected in the total cast budget submitted. If, at any time, ACTRA can establish that the actual value of the Use Fees substantially differs from the amount projected in the cast budget, either through an audit or otherwise, it may make the necessary changes and register them on the Register.
4. Notwithstanding the above, if ACTRA or its assigns has an objectively reasonable belief that Performers will be entitled to substantial Participation in the Distributor’s Gross Revenue in excess of the Aggregate



Advance already paid by the Producer or after the period covered by the prepayment, as the case may be, ACTRA or its assigns projected in the cast budget, either through an audit or otherwise, it may make the necessary changes and register them on the Register.

5. It is further understood that ACTRA or its assigns will comply with all requirements as set out in section 12 of Appendix 7B and discharge its security interest on a Production covered by a Security Agreement signed by a Quebec-based Producer no more than ten (10) years after the date of the registration of the Security Agreement on the Register, unless ACTRA or its assigns reasonably expect that, after said ten (10) year period, Performers on that Production will be entitled to Participation in the Distributor's Gross Revenue. In such case, if the Producer has an objectively reasonable belief that Performers would not be entitled to such Participation, the Producer may discuss the matter with ACTRA or its assigns. In the case where the Producer and ACTRA or its assigns cannot agree on the preservation of the security interest or its length within a period of seven (7) days, one may use the Dispute Resolution Mechanism provided for in Article B7 to settle the matter. In case of a preservation of the security interest, ACTRA or its assigns will register it on the Register. It is further understood that discussions between the parties or the reference of the matter to arbitration will not interfere with ACTRA's right to immediately register the renewal of the security interest on the Register. If afterwards an agreement or a decision provides
6. Notwithstanding the above, ACTRA or its assigns will continue to assess, in good faith and on a case by case basis, individual requests from Producers for reductions in the amount, term of registered securities and/or any other question relevant to securities and will grant such request(s) when ACTRA deems it appropriate.
7. This letter of understanding applies to all Securities Agreements registered after the 1st of January, 2016.

Dated at Montreal this 1st day of January 2016.

**Association Québécoise de  
la Production Médiatique**

Per H. Massé

Per Geneviève Beduc

**ACTRA**

Per [Signature]

Per M. Fennel Duguay

## **APPENDIX 22**

### **LETTER OF UNDERSTANDING: WORK PERMITS AND WORK OPPORTUNITIES**

#### **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 CMPA / AQPM agree to the following principles:

- ACTRA’s past practices with regard to the numbers of permits issued will continue.
- ACTRA will consider requests for work permits promptly, reasonably, and in good faith, with management by a single point of contact in each of the three ACTRA regions (“promptly” means within three [3] business days, under the terms of Paragraph A708, from the date on which the Producer provides all the necessary supporting documentation and information).
- Work permits will not be unreasonably withheld.
- Canadian Performers will be given preference of Audition and engagement.

To give meaning to this principle, Producers commit themselves to real and bona fide casting sessions for ACTRA members in a professional Audition environment consistent with good industry standards.

The Producer shall, at the earliest opportunity, meet with ACTRA to review and discuss cast requirements of the Production.

The Parties hereby agree to meet after six (6) months to review implementation and discuss further improvements. In the event that issues arise that cannot be resolved, they will be referred to Mr. R. O. MacDowell, who will serve as troubleshooter.

Dated at Toronto, this 1st day of January, 2016.

**Association Québécoise de  
la Production Médiatique**

**ACTRA**

Per H. Aless

Per [Signature]

Per Seneviève beduc

Per M. Fernand Duguay

**Canadian Media Producers  
Association**

Per Reynolds Mastri

**APPENDIX 23****DECLARATION REGARDING SELECTION OF THE 25% ADVANCE OPTION**

(see Article B502)

*Prior to electing the 25% Advance Option, the Producer shall execute a Declaration in the form as provided below, and deliver same to ACTRA and ACTRA PRS.*

**Declaration**

I, \_\_\_\_\_, (“the Producer”) in respect of the production of \_\_\_\_\_ (“the Production”)

solemnly declare to:

- (a) Notify ACTRA and ACTRA PRS of all Canadian presales prior to the first day of principal photography of the Production;
- (b) Notify ACTRA and ACTRA PRS of all non-Canadian sales prior to the completion of principal photography of a Production, Series or the commencement of principal photography of the next cycle of the Series;
- (c) Full copies of licence and distribution agreements will be provided, if such disclosure is ordered by an arbitrator upon such terms as the arbitrator deems appropriate in his/her full discretion. Rulings for disclosure may be obtained on an expedited basis by telephone conference call.

I understand that ACTRA and ACTRA PRS are relying on this Declaration in order to permit the selection of Article B502(a).

**Producer**

Per \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name and title)

**ACTRA Branch**

Per \_\_\_\_\_  
(print name and title)

Date \_\_\_\_\_  
(month/day/year)

**ACTRA Performers' Rights Society**

Per \_\_\_\_\_  
(print name and title)

**APPENDIX 24A**  
**ALTERNATE GUARANTEE LETTER A**  
(see Articles A516[h] and A517[d])

**Alternate Guarantee Letter for ACTRA and the ACTRA Performers’ Rights Society**  
**Regarding Production Obligations and Distribution Rights**

*The Producer/Distributor shall sign the following Letter of Agreement and forward it to the local ACTRA office for signature by the Branch and the ACTRA Performers’ Rights Society. This letter will be made available at the sole discretion of ACTRA and the ACTRA Performers’ Rights Society.*

Letter dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Re \_\_\_\_\_  
(identify Picture and Producers)

Attention: ACTRA and the ACTRA Performers’ Rights Society (collectively “ACTRA”)

1. The undersigned entity, \_\_\_\_\_, specifies that it is an Approved Distributor/Guarantor (“Guarantor”) that is up to date in its reporting obligations to ACTRA and other payments to ACTRA members.

\_\_\_\_\_ is the Producer of  
\_\_\_\_\_, the “Picture.”  
(insert picture title)

2. The undersigned Guarantor understands that the Producer has executed a Voluntary Recognition Agreement pursuant to the 2016-2018 Independent Production Agreement (“the IPA”) and is required, pursuant to the terms and conditions of the IPA, to make payments with respect penalties, overtime, insurance and retirement plan contributions and deductions, and ACTRA administration fees.

3. The undersigned Guarantor guarantees payment of all the Producer’s monetary obligations with respect to the production of the Picture that are now due or may become due to any Performer, ACTRA, or the ACTRA Fraternal Benefit Society pursuant to Parts A, B, C, and D of the IPA. This Guarantee applies to the Picture only and shall be in lieu of the Producer’s obligations pursuant to Paragraphs A516 and/or A517 of the IPA, and is a continuing Guarantee binding upon the Guarantor and its successors and assigns, and inuring to the benefit of and enforceable by ACTRA or the ACTRA Fraternal Benefit Society.

4. The undersigned Guarantor owns the following distribution rights of the Picture:

*If Guarantor does not own all distribution rights, please specify the distribution rights owned by territory, media, and term (e.g., North American—theatrical—10 years).*

---



---



---



---

5. In addition to the monetary obligations with respect to the Production of the Picture discussed in Paragraph 3 above, the undersigned Guarantor guarantees the payment of any Use fees and/or residuals that may become payable with respect to the distribution rights enumerated in Paragraph 4 above pursuant to Part B of the IPA. This Guarantee applies to the Picture only and shall be in lieu of the Producer’s obligations pursuant to Paragraphs A519 and A520 of the IPA with respect to the distribution rights enumerated in Paragraph 4. This Guarantee is binding upon the Guarantor and its successors and assigns, and inuring to the benefit of and enforceable by ACTRA, subject only to satisfaction of the requirements of Paragraph 7 below.

6. The right of the Guarantor to distribute, exhibit, or exploit the Picture in the territory, media, and term described in Paragraph 4 above shall be subject to and conditional upon the prompt payment of Use fees due in accordance with



the IPA. It is expressly understood that so long as such payments are made, neither ACTRA nor its members nor the ACTRA Fraternal Benefit Society shall interfere with the Guarantor's quiet enjoyment of its right to distribute, exhibit, or exploit the Picture in the territory, media, and term described in Paragraph 4 above. In consideration of the Guarantor's executing this Guarantee, ACTRA shall execute any and all documents necessary to discharge and terminate any and all Security Interest or encumbrances of any kind in the Picture that they hold or control jointly or severally that were previously granted to them by the Producer, and shall file such documents with the appropriate government agency within ten (10) days of executing this Guarantee

7. If the Guarantor transfers any interest in the distribution rights enumerated in Paragraph 4 to a third party and desires to be relieved of its obligations attached to those distribution rights, the Guarantor warrants that it shall require that third party, as a condition of such transfer, to satisfy the requirements of Paragraph A517 of the IPA with respect to those transferred distribution rights, or execute a Letter of Guarantee that is acceptable to ACTRA, the Guarantor, and such third party. ACTRA will not unreasonably withhold acceptance of such Letter of Guarantee; however, the third party must also satisfy the conditions in Paragraph A518(b) of the IPA. In either case, the Guarantor shall be relieved only of its obligations attached to those distribution rights that are transferred.
8. The Guarantor agrees, with respect to Use fees and/or residual payments only, that for purposes of verifying the propriety of payments made pursuant to Part B of the IPA, ACTRA, subject to a confidentiality agreement mutually agreed upon by the Guarantor and ACTRA, shall have access to and shall be entitled to examine and audit at annual intervals, at the normal place of business and during normal business hours, those books, records, receipts, and any other documents reasonably necessary to calculate payment of Use fees and/or residual payments
9. Nothing herein is intended, nor shall it be construed, to impose any greater monetary obligations on the Guarantor than would apply to a Producer under the IPA.

10. The Guarantor shall have thirty (30) days from the date notice is served to cure any default. Any demands against the Guarantor for a default by the Producer shall be in writing, and must be addressed to the party to receive the notice at the following address or to such other address as a party hereto may hereafter specify pursuant to this paragraph, and shall be transmitted by (a) personal delivery, (b) registered mail with postage prepaid and return receipt requested, or (c) telecopy with a copy by mail. When demand is made by personal delivery, notice will be deemed to have been duly given immediately upon such personal delivery. When demand is made pursuant to (b) or (c) above, it shall be deemed to have been served seven (7) days from the date of mailing.

Guarantor \_\_\_\_\_ ACTRA Branch \_\_\_\_\_

Address \_\_\_\_\_ Signed by \_\_\_\_\_

\_\_\_\_\_  
 (type name and title)  
 \_\_\_\_\_

Attention \_\_\_\_\_ ACTRA Performers' Rights Society  
 625 Church St., Suite 300  
 Toronto, ON M4Y 2G1

Signed by \_\_\_\_\_ Signed by \_\_\_\_\_

\_\_\_\_\_  
 (type name and title)

\_\_\_\_\_  
 (type name and title)

**APPENDIX 24B****ALTERNATE GUARANTEE LETTER B**

(see Articles A516[h] and A517[d])

**Alternate Guarantee Letter for the ACTRA Performers' Rights Society Regarding Distribution Rights**

*The Distributor shall sign the following Security for Payment Agreement Letter on its own letterhead and forward it to the local ACTRA office for signature by the Branch and the ACTRA Performers' Rights Society. This letter will be made available at the sole discretion of ACTRA and the ACTRA Performers' Rights Society.*

This Guarantee Letter may be completed only by an Approved Production Guarantor as defined under Paragraph A518(a) or an Approved Distribution Guarantor as defined under Paragraph A518(b) of the 2016–2018 Independent Production Agreement.

Letter dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Re \_\_\_\_\_  
(identify Picture and Producers)

**Attention: ACTRA and the ACTRA Performers' Rights Society (collectively "ACTRA")**

1. The undersigned entity, \_\_\_\_\_, specifies that it is an Approved Distributor/Guarantor ("Guarantor") that is up to date in its reporting obligations to ACTRA and other payments to ACTRA members.

\_\_\_\_\_ is the Producer of

\_\_\_\_\_, the "Picture."

(insert Picture title)

2. The undersigned Guarantor understands that the Producer has executed a Voluntary Recognition Agreement pursuant to the 2016–2018 Independent Production Agreement ("the IPA") and is required, pursuant to the terms and

conditions of the IPA, to make payments with respect to the Picture that include, but are not limited to, Use fees.

3. The undersigned Guarantor owns the following distribution rights of the Picture (If the Guarantor does not own all distribution rights, please specify the distribution rights owned by territory, media, and term [e.g., North American— theatrical—10 years]):

---

---

4. The undersigned Guarantor guarantees the payment of any Use fees and/or residuals that may become payable with respect to distribution rights enumerated in Paragraph 3 above pursuant to Part B of the IPA. This Guarantee applies to the Picture only and shall be in lieu of the Producer's obligations pursuant to Paragraph A517 of the IPA with respect to the distribution rights enumerated in Paragraph 3. This Guarantee is binding upon the Guarantor and its successors and assigns, and inuring to the benefit of and enforceable by ACTRA, subject only to satisfaction of the requirements of Paragraph 6 below.
5. The right of the Guarantor to distribute, exhibit, or exploit the Picture in the territory, media, and term described in Paragraph 3 above shall be subject to and conditioned upon the prompt payment of Use fees due in accordance with the IPA. It is expressly understood that so long as such payments are made, neither ACTRA nor its members nor the ACTRA Fraternal Benefit Society shall interfere with the Guarantor's quiet enjoyment of its right to distribute, exhibit, or exploit the Picture in the territory, media, and term described in Paragraph 3 above. In consideration of the Guarantor's executing this guarantee, ACTRA shall execute any and all documents necessary to discharge and terminate any and all security interest or encumbrances of any kind in the Picture that they hold or control jointly or severally that were previously granted to them by the Producer, and shall file such documents with the appropriate government agency within ten (10) days of executing this Guarantee

6. If the Guarantor transfers any interest in the distribution rights enumerated in Paragraph 3 to a third party and desires to be relieved of its obligations attached to those distribution rights, the Guarantor warrants that it shall require that third party, as a condition of such transfer, to execute a Letter of Guarantee that is acceptable to ACTRA, the Guarantor, and such third party. ACTRA will not unreasonably withhold acceptance of such Letter of Guarantee; however, the third party must also satisfy the conditions in Paragraph A518(b) of the IPA. In either case, the Guarantor shall be relieved only of its obligations attached to those distribution rights that are transferred.
7. The Guarantor agrees, with respect to Use fees and/or residual payments only, that for purposes of verifying the propriety of payments made pursuant to Part B of the IPA, ACTRA, subject to a confidentiality agreement mutually agreed upon by the Guarantor and ACTRA, shall have access to and shall be entitled to examine and audit at annual intervals, at the normal place of business and during normal business hours, those books, records, receipts, and any other documents reasonably necessary to calculate payment of Use fees and/or residual payments.
8. Nothing herein is intended, nor shall it be construed, to impose any greater monetary obligations on the Guarantor than would apply to a Producer under the IPA.
9. The Guarantor shall have thirty (30) days from the date that notice is served to cure any default. Any demands against the Guarantor for a default by the Producer shall be in writing, and must be addressed to the party to receive the notice at the following address or to such other address as a party hereto may hereafter specify pursuant to this paragraph, and shall be transmitted by (a) personal delivery, (b) registered mail with postage prepaid and return receipt requested, or (c) telecopy with a copy by mail. When demand is made by personal delivery, notice will be deemed to have been duly given immediately upon such personal delivery. When demand is made pursuant to (b) or (c) above, it shall be deemed to have been served seven (7) days from the date of mailing.

**Guarantor** \_\_\_\_\_

**ACTRA  
Branch** \_\_\_\_\_

**Address** \_\_\_\_\_

**Signed by** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(type name and title)

**Attention** \_\_\_\_\_

ACTRA Performers' Rights  
Society  
625 Church St., Suite 300  
Toronto, ON M4Y 2G1

**Signed by** \_\_\_\_\_

**Signed by** \_\_\_\_\_

\_\_\_\_\_  
(type name and title)

\_\_\_\_\_  
(type name and title)

**APPENDIX 25**

**LETTER OF UNDERSTANDING: VOLUNTARY DEDUCTION FOR PERFORMING ARTS LODGES OF CANADA AND ACTORS’ FUND OF CANADA**

**Letter of Understanding**

between

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

and

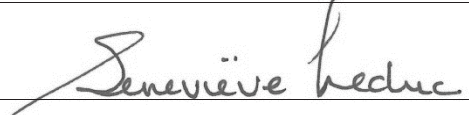
the Canadian Media Producers Association and Association Québécoise de la Production Médiatique (hereinafter “CMPA/AQPM”)

As the CMPA and the AQPM have indicated that Producers would be willing to agree to a voluntary deduction for the Performing Arts Lodge of Canada (PAL) and the Actors’ Fund, if it could be done in a cost-neutral manner, it has been agreed that ACTRA and the CMPA will work with the payroll services to determine if a voluntary Performer deduction to benefit PAL and the Actors’ Fund can be made in a cost-neutral manner. If a cost-neutral arrangement can be determined, such deduction could be implemented during the term of this Agreement.

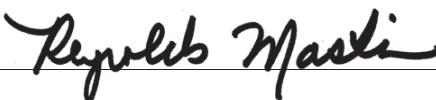
Dated at Toronto, this 1st day of January, 2016.

**Association Québécoise de la Production Médiatique**

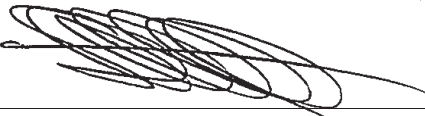
Per 


Per 

**Canadian Media Producers Association**

Per 

**ACTRA**

Per 

Per 

**APPENDIX 26**  
**LETTER OF UNDERSTANDING: ON-SET ACCIDENT INSURANCE**  
**FOR PERFORMERS**

**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”)

Whereas ACTRA is promoting the establishment of a comprehensive on-set accident insurance policy to be administered for the benefit of all Performers on set (including Stunt Performers):


The Parties agree as follows:

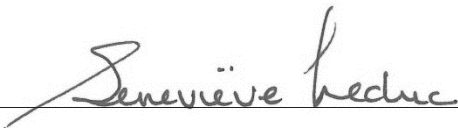
1. ACTRA shall investigate the feasibility of establishing a comprehensive on-set accident insurance policy to be administered for the benefit of all Performers on set (including Stunt Performers). The Producers’ Associations shall, at their option, be entitled to participate in the feasibility study.
2. The Producers’ Associations shall be provided with all relevant information that will allow them to make an informed decision as to whether to recommend such a policy to their respective memberships.
3. Provided that the terms and conditions of the proposed on-set accident policy meet the minimum requirements as established by the Producers’ Associations (which shall be provided to ACTRA as soon as possible), the Producers’ Associations shall, at their sole discretion, consider promoting said Policy and making a recommendation to their respective memberships that they adopt the ACTRA on-set accident insurance policy.




Dated at Toronto, this 1st day of January, 2016.


**Association Québécoise de  
la Production Médiatique**

Per 

Per 

**ACTRA**

Per 

Per 

**Canadian Media Producers Association**

Per 

**APPENDIX 27**

**LETTER OF UNDERSTANDING:  
ELECTRONIC DATA INTERCHANGE (EDI) FEASIBILITY STUDY**

**Letter of Understanding**

between

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

and

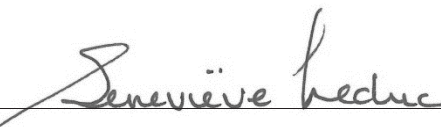
the Canadian Media Producers Association and  
Association Québécoise de la Production Médiatique  
(hereinafter “CMPA/AQPM”)

Whereas ACTRA and the Producers’ Associations are interested in examining the feasibility of electronic data interchange (EDI) of Production and Performer information, the Parties agree as follows:

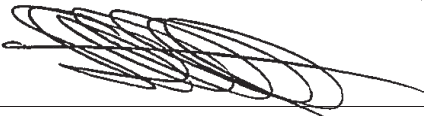
1. ACTRA is undertaking a feasibility study respecting electronic data interchange of Production and Performer information.
2. The Producers’ Associations shall be entitled to participate in the feasibility study. Should the terms and conditions of the proposed EDI system meet the minimum requirements as established by the Producers’ Associations (which shall be provided to ACTRA as soon as possible), the Producers’ Associations shall, at their sole discretion, consider the promotion and adoption of the ACTRA EDI system by their respective memberships and the Production industry.

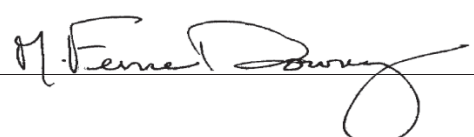
**Association Québécoise de  
la Production Médiatique**

Per 

Per 

**ACTRA**

Per 

Per 

**Canadian Media Producers Association**

Per Reynolds Mastri

## **APPENDIX 28**

### **PERFORMER INDEPENDENT PRODUCTION REMITTANCE STATEMENT**

Electronic copies of the remittance statement can be found at:

[www.actra.ca/main/agreements/independent-production-agreement-ipa/](http://www.actra.ca/main/agreements/independent-production-agreement-ipa/)

## **APPENDIX 29**

### **SECURITY FOR PAYMENT**

The following provisions will not apply to members of the AQPM, the CMPA, or AMPTP member companies, affiliated companies, and the Canadian counterparts of those companies.

1. **Payroll Report** ACTRA may require a Producer that is not a Member in Good Standing of one of the Producers' Associations to provide a report that will include the payroll period, the amount paid, the names of the Performers, and the dates that payments were issued and mailed. The Production would be responsible for signing, verifying, and issuing this report to the ACTRA representative no more than twenty-four (24) hours after the payroll has been processed and mailed.
2. **Requirement for Security** A Producer that is not a Member in Good Standing of one of the Producer's Associations shall be required to post a security for payment, and ACTRA may require that the amount of security be up to the full amount of Performers' fees during the entire period of production (to be based upon the production schedule provided by the Producer) and the insurance and retirement payments, no earlier than thirty (30) days prior to the commencement of work by the Performers. The security for payment may take the form of a cash deposit to be held in trust by ACTRA in an interest-bearing account, and all accrued interest shall be the property of the Producer or, at the Producer's election, the security for payment may take the form of one or more irrevocable letters of credit in favour of ACTRA, drawn on a Canadian chartered bank.
3. **Producer's Failure to Meet Payroll Obligations**
  - (a) In the event that a Producer fails to meet its payroll obligations, in respect of which obligations there is no bona fide dispute, ACTRA has the right to declare said Producer unfair, provided that the Producer receives written notice from ACTRA setting forth the facts upon which the declaration is based and the Producer is given three (3) business days from the date of receipt to cure such failure, which cure period must be specified in the

notice. For greater certainty, ACTRA shall not be entitled to make such declaration under this Paragraph in the case of a dispute between one or more Performers or ACTRA on the one hand, and the Producer on the other hand, as to the amount of fees due, so long as the Producer continues to meet all of its payroll obligations in respect of which there is no bona fide dispute to the Performers' engagement on the Production.

- (b) A Producer who receives a notice under subparagraph (a) and does not cure the default on or prior to the expiry of the three (3) business days' notice period may be declared unfair. The unfair Producer declaration shall be revoked by ACTRA once the Producer is in full compliance with all of its payroll obligations in respect of which there is no bona fide dispute.
- (c) In the event that a non-member of a Producers' Association is declared unfair under the above provision, such Producer (whether or not it becomes a member of one of the Producers' Associations during the period noted below) shall be required to post a security for payment sufficient to cover six (6) weeks' Performer payroll, on the same terms as provided for in Paragraph A516, for any further Productions produced by said Producer under the terms of this Agreement until the earlier of
  - (i) five (5) years from the date on which the Producer has cured its default as a result of which a revocation was issued by ACTRA, under subparagraph (c); or
  - (ii) such time as ACTRA may determine, at its sole discretion, to reduce such security from six (6) to four (4) or two (2) weeks of Performer payroll.

**APPENDIX 30****LETTER OF UNDERSTANDING REGARDING WORKING CONDITIONS**

The parties agree to meet quarterly in order to review issues including but not limited to fundamental working conditions such as those items listed below:

- (a) failure to provide access to a supply of pure drinking water, per Article A2001(a)(i);
- (b) failure to provide a suitable seat for each Performer during rest periods when Performers are not permitted to return to their holding area, per Article A2001(a)(ii);
- (c) failure to provide breaks to background Performers during inclement weather, per Article C410;
- (d) failure to provide separate dressing rooms for male and female Performers and for male and female Minors per Article A2001(a)(iv) and (v);
- (e) failure to provide a secure area with facilities for the proper safekeeping of Performer's clothing and valuables during working hours, per Article A2001(a)(vi);
- (f) failure to provide suitable footwear to Performers required to traverse wet or muddy areas per Article A2001;
- (g) failure to provide either transportation or an escort to the nearest public transportation when a Performer completes a call between the hours of 22h00 and 6h00 per Article A2005;
- (h) failure to provide appropriate rest breaks for Minors per Article A2707;
- (i) failure to ensure that Minors leave the set within 30 minutes of the end of the working day when the Producer is required to provide transportation, per Article A2705(e);
- (j) failure to ensure that Work Reports are filled out for wardrobe calls or ADR sessions, per Article A514;
- (k) failure to report an injury to a Performer to ACTRA at the earliest opportunity, per Article A521;
- (l) failure to ensure contracts are provided to Performers before work commences, per Articles A802 and A803;

- (m) failure to have the Producer sign all contracts before they are provided to the performer, per Article A802;
- (n) failure to provide basic sanitary conditions — e.g., using same hair or makeup brush for multiple performers without sanitizing these brushes between uses, per Articles A2001 and A2609 (specific reference to applicable provincial guidelines);
- (o) failure to provide clean and accessible toilets and washrooms, per Article A2001(a)(vii);
- (p) failure to provide laundering of Performer’s wardrobe, per Article A1604;
- (q) alteration of contract or voucher after the Performer has signed, per Articles A802 and C402;
- (r) failure to provide Performers with clean and comfortable facilities with reasonable temperature, per Article A2001(b);
- (s) failure to apply safety guidelines per Article A2609;
- (t) failure to comply with the provisions of Article A28, Auditions and Interviews;
- (u) assistance to Performers wearing restrictive clothing to remove or adjust such items for breaks and meal times;
- (v) eating and holding areas free from hair and makeup products;
- (w) sanitary facilities with running water and appropriate cleaning products for Performers for the removal of hair and makeup products prior to the end of the Performer’s workday;
- (x) adequate rest periods and appropriate shelter during inclement or intemperate weather; and
- (y) reasonable accommodation to Performers wearing prosthetics.

The parties agree to respond to one another regarding such issues as these set out above within 24 hours. The committee may also consider any other matters of importance between the parties in furtherance of harmonious labour relations.

**NOTE:** The parties agreed that one of the quarterly meetings be dedicated to casting issues.



**APPENDIX 31****COMMITTEE OF ENQUIRY INTO CASTING DIRECTORS  
AND THE CASTING PROCESS**

1. In response to concerns raised, the Parties agree to establish a standing committee to investigate and make recommendations to the Parties in respect of all aspects of the casting process.
2. The mandate of the committee shall include, without limiting the generality of the foregoing,
  - (a) the conduct of an ongoing nation-wide enquiry into best casting practices in the industry;
  - (b) concerns in respect of allegations of conflict of interest;
  - (c) hearing and making recommendations into specific complaints that are brought to the attention of the committee, with the ultimate decision as to whether to accept any recommendations of the committee to be left to the three Parties to the IPA.
3. In addition, the committee shall have the right to draft and recommend appropriate IPA language to deal with any of the legitimate concerns identified by the committee for consideration by the three parties to the IPA.
4. Members of the committee (at a minimum) shall be as follows:
  - two (2) Performers and two (2) agents appointed by ACTRA
  - two (2) casting directors and two (2) Producers, one from each Producer's Association (appointed by the respective Producer's Association)
5. Representatives from ACTRA, the AQPM and/or the CMPA may also attend as observers at these sessions. All costs associated with the operation of the committee shall be shared equally among the three parties.
6. The committee shall meet at least quarterly, in a place to be determined by the committee.

7. The committee shall determine its own process. It shall have the right to offer confidentiality to persons who make representations or appear before it.
8. The Parties agree that any issue that is brought to the committee may be the subject of a formal Grievance under the IPA, which shall be resolved by arbitration if the Parties are unable to resolve the dispute pursuant to the Grievance provisions.

## **APPENDIX 32**

### **STUNT RIGGING**

Without prejudice to the position of the Producers' Associations to the contrary, ACTRA's position is that the work of stunt rigging (i.e., the rigging and operation of stunt and safety equipment used to manipulate or provide safety to a Performer or Stunt Performer) is carried out by ACTRA Stunt Performers, and ACTRA will continue to insist that such stunt riggers are engaged under the terms and conditions of the IPA.

## **APPENDIX 33**

### **EQUAL OPPORTUNITY COMMITTEE**

ACTRA and the Associations agree to strike a working committee to review the following points of agreement, and to recommend any appropriate modifications to the IPA, any appropriate interpretive or advisory bulletins to the industry on the issues, and any other appropriate steps to make progress on these issues.

1. ACTRA and the Associations who are party to this Agreement agree, in the spirit of clause A502(a), that we are seeking to promote productions which, in the aggregate, reflect the wide and diverse spectrum of Canadian life, portraying men and women of various ages, backgrounds and appearances.
2. To these ends, ACTRA is providing Producers with access to its database of physically and culturally diverse members. ACTRA represents and warrants that it has obtained consent from those ACTRA members whose personal information is collected, used and stored in this database and indemnifies the Producer against any and all claims that may arise as a result of a breach of this representation and warranty.
3. Per A502(c), Producers have committed in the IPA to assist ACTRA in tracking progress on these issues.
4. ACTRA and the Associations share the goal of promoting work opportunities for Performers living with disabilities, particularly with respect to Roles that require a Performer to portray a person with a disability. ACTRA and the Associations also share the goal that casting and production facilities should be barrier-free.

## **APPENDIX 34**

### **LEGAL ADDENDUM**

ACTRA and the Associations agree to strike a working committee of their respective legal counsel to review the arbitration procedures under the Independent Production Agreement (“IPA”) and to make joint recommendations for their modernization and simplification.

The parties’ counsel shall provide their joint recommendations to ACTRA and the Associations within six (6) months following the effective date of the IPA. If ACTRA and the Associations endorse such recommendations, the parties shall enter a Memorandum of Agreement containing these recommendations, which shall be ratified in accordance with their respective practices.

The parties agree that upon ratification, the recommendations set out in the Memorandum of Agreement shall become effective. Unless otherwise indicated in the Memorandum of Agreement, all provisions of the IPA shall remain in force and effect until the expiry of the IPA.

For clarity, the work of this committee shall not constitute “negotiations”, and no strike or lockout shall occur prior to the expiry of the IPA. For greater clarity, the work of the committee cannot trigger Appendix 2, nor can it prevent the usual application of Appendix 2.

## **APPENDIX 35**

### **SETTLEMENT OF THE PAST**

The following shall apply to any “conventional” Production under the 2007, 2010, or 2013 ACTRA Independent Production Agreements between January 1, 2007, and December 31, 2015, which has heretofore been released or is hereafter released in “New Media,” as that term is defined in the 2016–2018 IPA. For greater clarity, the foregoing shall include all Productions that commenced principal photography prior to and continue beyond January 1, 2016, including, in the case of a Series, all episodes of the season (including the Pilot Program, if any) that began principal photography prior to January 1, 2016, as well as all episodes of the same season that began principal photography on or after January 1, 2016.

- (a) For any such Production released in New Media, Producer shall pay three and six-tenths percent (3.6%) of Distributor’s Gross Revenue, as that term is defined in B509 of the 2016–2018 IPA, earned from New Media Use of the Production following expiration of the Prepayment period or recoupment of the Advance.
- (b) Any Producer that has paid for New Media Use during the Prepayment period or before recoupment of the Advance shall be entitled to a credit equal to the amount paid to ACTRA or to ACTRA PRS for New Media Use of the Production based on revenue earned during the Prepayment/Advance period. This credit may be applied to amounts due for any other Use of the Production.
- (c) In lieu of making payments for New Media Use under the provisions of the aforementioned Independent Production Agreements, Producer shall be obligated to make payments pursuant to this Settlement Agreement as described above. Compliance with this Settlement Agreement shall fully discharge Producer’s obligations to make payments for New Media Use under the aforementioned Independent Production Agreements.
- (d) All Producer payments due in connection with this Settlement Agreement shall be made by June 30, 2016, after which interest on such payments shall accrue at a rate of prime (based on the Bank of Canada rate on July 1, 2016) plus one percent (1%) annually.

**APPENDIX 36**  
**LETTER OF UNDERSTANDING:**  
**CONVERTING A NEW MEDIA PRODUCTION FOR**  
**CONVENTIONAL USE**

**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”)

With respect to the provisions of Part E Articles E108 and E204 of the Independent Production Agreement (IPA), and particularly the language that affords the Producer the ability to exploit a New Media Production in all Conventional Uses by payment of a percentage of DGR (either eight percent [8%] or three and six-tenths percent [3.6%], as applicable), this option may only be utilized upon the request of the Producer and with the consent of ACTRA.

The Parties agree that ACTRA’s consent to any such request shall be granted in a timely manner unless ACTRA determines, in good faith, that the Production is not intended primarily for New Media Use. If ACTRA determines to withhold its consent, within five (5) business days ACTRA will advise the Producer of the reason(s) for its decision and provide an opportunity for the Producer to refute the facts upon which ACTRA relied for its decision. Thereafter, should the Producer dispute ACTRA’s final determination, the matter shall be subject to resolution pursuant to Article A10 Grievance and Arbitration Procedures.

It is further understood and agreed that the process outlined above—to exploit a New Media Production in all Conventional Uses by payment of a percentage of the DGR—will be conducted in confidence between ACTRA and the Producer involved; and any decision made with respect to any such request shall be confidential, non-precedent-setting, and non-citable in any other proceedings.

## INDEX

### A

- accident insurance (App 26), 311–12
- accommodation (A412), 9
- actor. *See also* performer
  - in animated production (D103), 121
  - as chorus performer (A307), 7
  - as dancer (A2202), 58
  - definition (A301), 6
  - minimum fees (B101), 96-97
  - nude scene fees (A2402d), 63
  - upgrading to (A2101), 57
- Actors' Fund (App 25), 310
- ACTRA (Alliance of Canadian Cinema, Television and Radio Artists). *See also* ACTRA members
  - administration fees to (A3701a, App 20-2301), 90, 287
  - as bargaining unit (A101), 1
  - and CIPIP administration (App 18-10), 252
  - CMPA letter of understanding (App 1), 139
  - definition (A108b, App 20-107), 3, 257
  - and dubbed productions (App 20-1), 256
  - membership in (A3701f), 92
  - obligations (A6, App 20-5), 27, 266
  - performer fee deductions (A3704, A3705, App 20-24), 93, 283
  - representatives (A511, App 20-410), 19, 262 (*see also* steward)
- ACTRA Fraternal Benefit Society (A3809), 95
  - equalization payments to (A3703b,c; App 20-2405), 93, 289-90
  - payment procedure to (A3703c, App 20-2407), 93, 290
- ACTRA members. *See also* non-members
  - in excluded categories (A204), 6
  - preference of audition for (A2806), 81
  - requirement to work with non-members (A504), 18
- ACTRA PRS (Performers' Rights Society)
  - additional use fees payable to (B508), 106
  - administration charge to producers (A3702), 92
  - and AFTRA and SAG (A506(o)), 18
  - damages payable to (B502b), 104
  - payment distribution (A3702), 92
  - trust accounts (A2716, B511e), 80, 108
- administration fees (A37), 90
  - for daily serials (App 19-9), 255
  - for dubbed productions (App 20-23), 287
- ADR (additional dialogue replacement). *See also* post-synchronization
  - in animated productions (D110), 123
  - definition (A433), 12
  - payment for (A427), 11
  - records of (A513e), 17
- advance option
  - across-the-board application (B503), 104-05
  - under CIPIP (App 18-9), 251-52
  - for daily serials (App 19-11), 255
  - for new media use (E108, E204c), 127-29, 132
  - and performer contracts (A805), 38
  - for use payments (B501c), 103
- advances
  - calculation (B507), 105-06
  - distribution (B509), 106-08
  - limitations (B502, B506, App 23), 104, 105, 300
  - of per diems (A1705), 47
  - for use (B505), 105
- affirmative action. *See also* equal opportunity
  - for performers with disabilities (A502, A2605), 15–16, 67-68
  - in stunt doubling (A2605), 67-68
- after-shows (A2302), 59
- AFTRA (American Federation of Television and Radio Artists) (A506o, A3808), 18, 95
- agreements. *See also* assumption agreements
  - licensing (A3501), 88
  - security for payment (A516, A517b, App 7), 21-23, 23-24, 203
- air quality
  - requirements (A2003, A2006), 57
  - smoking and (A2006, A2007, App 20-1401), 57, 279
- American Federation of Musicians (A202c), 57
- ANDP (Association nationale de doubleurs professionnels) (App 20-416, 20-2301), 263-66, 283
- animals (A2006, A2608h), 57, 69



- animated productions. *See also* animation performer
- ADR in (D110), 123
  - CIPIP and (App 18-4), 246
  - doubling in (D106), 122
  - dubbing of (D103, App 20-1502, 20-2102), 121, 280, 284
  - gross revenue for (B509), 106-08
  - in new media (E106b, E108c), 117, 118–19
- animation performer (Part D), 121
- definition (A302), 6
  - minimum fees (D1, E106b), 121, 117
  - series discounts (D109), 123
  - in short productions (D105), 121-22
- announcer. *See also* sportscaster
- definition (A303), 6
  - minimum fees (B101), 96-97
  - promotional (D108), 123
- anthology series (A442c), 13
- apprentices
- as background performers (C301d), 115
  - equalization payments for (A3703), 92-93
  - meals for (C409), 118
- AQPM (Association québécoise de la production médiatique)
- administration fees to (A3701d, App 20-2301), 91, 287-88
  - and CIPIP (App 18-10, 18-11), 252
  - members as established producers (App 20-416c), 264-5
- arbitration (A1003, A1004), 43-45. *See also* dispute resolution; grievance procedures
- for dubbed productions (App 20-702, 20-803–804), 268, 273-75
  - involving minors (A2702), 71
  - procedural review committee (App 34), 324
  - producer's failure to co-operate (A902), 39
- Armed Forces personnel (A202a, A203d), 5-6
- associate stunt coordinator (A2601f), 65
- assumption agreements
- distributor's (A520, App 9), 24, 220
  - for dubbed productions (App 20-2204), 286-87
  - and payment of performers (A516), 21-23
  - purchaser's (A519, App 10), 23–24, 212–25-26
  - and security for payments (A516, A517), 21-23, 23-24
- audience, studio (A202d), 4-5
- audio recall. *See* recalls
- audit, right of
- for distribution payments (B514), 101
  - for payments (A3604), 90
- auditions
- appearance in other performers' (A2804), 81
  - definition (A403), 8
  - for dubbed productions (App 20-303, 20-18), 259
  - environment (A2809), 81-82
  - exclusion from net fees (A427b), 11
  - fees (A2803, A2804), 81
  - location (A2802), 81
  - notices of (A2805), 81
  - with nudity, sex scenes, etc. (A2401), 61-62
  - open (A2805, App 20-1804), 81, 282
  - producer responsibilities (A2806, A2807), 81
  - recalls for (A2803, App 20-1802), 81, 281
  - sign-in sheet (A2801, App 16), 80-81, 242
  - for stunt performers (A2603), 67
  - transportation provisions (A2806), 81
- automobiles. *See also* stunts; vehicles
- for travel to location (A1704), 51-52
  - use of own by background performer (C408), 117-18
- availability inquiry (A404, App 20-304), 8, 259
- AVOD (ad-supported video-on-demand) media (A428, A445b), 11, 14
- awards programs
- 2-minute program excerpts on (A3202), 85
  - 4-minute program excerpts on (A3301d), 86
- B**
- background performer. *See also specific types of background performer*
- booking notices (C401), 116
  - calls for (C403, C404), 116-17
  - contracts (A802, App 30), 37, 318
  - definition (C201), 113-14
  - engagement of (C4), 116
  - list of ACTRA members as (C601), 119-20
  - meal breaks (C404), 117
  - minimum fees (C101, E107, App 18-6), 113, 127, 247-48
  - in new series (A3701b), 80-91
  - non-member as (C301d, C304), 115-16
  - number to be engaged (C5), 118
  - overtime (C404), 116
  - production information on (A506q), 18

- qualified (C2), 113
- stunt performance by (A2607), 68-70
- upgrading of (A2101, C405, C406), 57-8, 117
- voucher requirements (C402, C406, App 17), 116, 117, 243
- wardrobe (C407), 117
- wardrobe calls (C403), 116
- working conditions (C409, C410), 118
- bands (A202c), 4
- billboards (A405, A2305), 8-9, 59
- blocking (A427), 11
- boats (C201d), 114
- body double (A2403e), 63-4. *See also* doubling
- booking (A406, App 20-305), 9, 259. *See also* engagement
  - notice of (A801, C401), 37, 116
- breaks. *See* rest periods
- broadcast. *See specific types of media*
- bumpers
  - for animated productions (D107), 112
  - definition (A407), 9
  - fees (A2305), 59
- business day (A108c, App 20-107), 3, 257
- C**
- cable television
  - definition (A408), 9
  - interstitial material on (A422), 10
  - program use on (A445, B301, B402, B405), 14, 99-100, 101, 102
- calendar day
  - definition (A1102), 46
  - definition, dubbed productions (App 20-903), 259
- calls. *See also* specific types of calls
  - for background performers (C404), 117
  - definition (A409), 9
  - for dubbed productions (App 20-905), 276
  - holding (A18), 52
  - for minors (A2706), 74
  - weather-permitting (A1908), 55
- call time
  - definition (A1906), 54-55
  - for minors (A2713), 79
- Canada
  - compact device use in (B406), 102
  - documentary and industrial programs in (B603), 112
  - new media use in (B408), 103
  - television use in (B403-405, B407, B603), 101-02, 102-03, 112
- Canadian Actors Equity Association (A2201), 58
- Canadian content. *See also* CIPIP; Telefilm Canada
  - in productions (A707), 34-5
  - in stunt coordination (A2601f), 65
- cancellation (A1902, A1903), 53-4
  - and discounts (B205), 99
  - of dubbed productions (App 20-13), 278
  - of engagement (A1905), 54
  - force majeure as cause (A1901, App 20-1301), 52, 278
  - illness as cause (A1909), 55
  - and net fees (A427b), 11
  - remount after (A1904), 54
  - of scheduled days (A1907), 55
  - weather as cause (A1910), 55-6
- cartoonist
  - definition (A305), 6
  - minimum fees (B101), 96-7
- cash bonds (A516b, App 20-416), 21-3, 263-66
- cassettes. *See* compact devices
- casting
  - conflict of interest in (A806, App 13), 38-9, 234
  - enquiry committee (App 31), 300-301
  - notices of (A506l, E116), 18, 120
  - of stunt performers (A2606), 68
- casting directors (App 31), 320
- CAVCO (Canadian Audio Visual Certification Office) (A707, App 18-3), 34-5, 245-46
- CD-ROMs. *See* compact devices
- copyright requirements (A3401b), 80
- chaperon
  - appointment (A2708c, App 15), 74-5, 239
  - provided by producers (A2708e), 75
  - requirement for (A2708b), 74
- child abuse scenes (A2709), 75-6
- children. *See* infants; minors
- choirs (A202c), 4-5. *See also* chorus performer
- choreographer
  - definition (A306), 6-7
  - fees (A2303), 59
- chorus performer
  - definition (A307), 7
  - minimum fees (B101), 96-7
- CIPIP (Canadian Independent Production Incentive Program) (App 18), 245

CMPA (Canadian Media Producers Association)  
 administration fees to (A3701c, g), 91, 92  
 and CIPIP (App 18-10, 18-11), 252  
 and dubbed productions (App 20-2301),  
 287-8  
 letter of understanding with ACTRA (App 1),  
 139  
 coach. *See* dialogue coach  
 comfort requirements. *See* working conditions  
 commentator  
 definition (A313), 7  
 minimum fees (B101, B104), 96-7, 98  
 participation in net fees (B603), 112  
 recall of (A3003d), 83-4  
 rights in program use (B603), 112  
 committees  
 arbitration procedures review (App 34),  
 324  
 casting enquiry (App 31), 320  
 equal opportunity (App 33), 323  
 compact devices  
 definition (A410), 9  
 revenue from (B509d), 98  
 use on (A445, B301, B402, B406), 14, 99-  
 100, 101, 102  
 compensation. *See* fees  
 competence, artistic (A505), 18  
 conductors, musical (A202c), 5  
 conflicts  
 of interest (A806, App 13), 38-9, 234  
 and retakes (A3002), 75-76  
 and schedule changes (A1906, A1910c),  
 54-5, 55-6  
 continuity (A303), 6  
 contracts. *See also* fees; subcontractors  
 for background performers (A802, App 30),  
 37, 318  
 disputed (A10), 40  
 involving nudity (A2402), 62-3  
 for performers (A804, A805), 37-8  
 for retakes, added scenes & audio recall  
 (A3003), 83-4  
 standard form (A804, A805, App 12), 37-  
 38, 233  
 for stunt performers (A2602g, A2604), 66-  
 67  
 timing of (A803, App 30l), 37, 318  
 cooking shows (B202), 98-99  
 co-productions (B509g), 107-08  
 in new media (E104), 125  
 treaty for (A706), 34

copyright (A434), 12  
 costume calls (A1503), 50  
 credit, letters of (A516c, App 20-416), 22,  
 263-66  
 credits (A35), 88  
 ACTRA logo in (A3506), 89  
 under CIPIP (App 18-7), 251  
 in daily serials (App 19-4), 254  
 for dubbed productions (App 20-20), 283  
 publication of (A3505), 89  
 crowd noises  
 not considered dialogue (C202), 114  
 not considered doubling (A2203), 58  
 not considered performance (D106c), 122

## D

daily serials (soaps) (App 19), 253  
 administration fees (App 19-9), 255  
 dancers. *See also* choreographer  
 actors as (A2202), 58  
 definition (A308), 7  
 doubling by (A2202), 58  
 in groups (A203b), 5  
 minimum fees (B101), 96-97  
 rest periods (A1303), 47  
 safety provisions (A2002), 52  
 day (A108c), 3. *See also* hours of work;  
 workday  
 business day (A108c, App 20-107), 3, 257  
 calendar day (A1102, App 20-903), 46, 276  
 DBS. *See* satellite television  
 deal memorandum (A1001b, App 20-801b),  
 40-1, 269-71  
 definitions  
 of performers (A3, App 20-2), 6, 259  
 of terms (A4, App 20-3), 8, 259-61  
 DGR. *See* distributor's gross revenue  
 dialogue (A423), 10  
 actor and (A301), 6  
 background performer and (C201a), 113-4  
 in dubbed productions (App 20-310, 20-  
 17), 260, 264  
 dialogue coach  
 definition (A324), 8  
 fees (A2304), 59  
 disabilities  
 accommodation for (App 30y), 319  
 and equal opportunities (A502, A2605),  
 15-16, 67-8  
 production information on (A506r), 19  
 discharge (A106), 2  
 discipline (A106), 2

- discounts  
 for animation performers (D109), 123  
 cancellation and (B205), 99  
 CIPIP and (App 18-6), 232–36  
 for fact-based/lifestyle productions (F304), 135  
 for new media (E116), 131  
 for off-camera performers (B104c, B203), 98, 99
- discrimination. *See* equal opportunity
- discs. *See* compact devices
- dispute resolution (A10, B7, App 11), 40, 112, 229 *See also* arbitration; grievance procedures
- distant location (A412), 9
- distribution. *See also* distributor's assumption agreement; distributor's gross revenue  
 guarantee format (App 8), 216  
 rights, documentary and industrial programs (B6), 111  
 and security for payments (A517c), 24
- distributor's assumption agreement  
 format (App 9), 220  
 and performer payment (A516), 21-3  
 in production information (A506p), 19  
 requirements (A520), 26-7
- distributor's gross revenue (DGR). *See also* prepayment option  
 advance on (B502, B505), 104-05  
 allocation of (B509), 106-08  
 from animated productions (B509), 106-08  
 from co-productions (B509g), 107-08  
 definition (B509h), 108  
 for new media (E108), 127-29  
 percentage to performers (B504, B505), 105  
 prepayment of (B504, E108, E204), 105, 127-29, 132-33  
 reporting (B511a), 108-09
- diversity. *See* equal opportunity
- documentaries (App 30)  
 credits (A3502), 81  
 definition (A413), 9  
 "making of" (A205b), 6  
 performer status (A203), 5
- documentaries (cont'd)  
 producer's distribution rights (B601), 111-12  
 tribute (A205a), 6  
 use rights (B601, B603), 111–12  
 waiver of fees (A204), 6
- double. *See also* doubling; stunt double  
 ACTRA member as (C501), 118-19  
 definition (C201b), 113-14  
 minimum calls (C404), 117  
 minimum fees (C101), 113
- doubling. *See also* double  
 in animated productions (D106), 122  
 consent required (A3401), 88  
 by dancers (A2202), 58  
 in dubbed productions (App 20-15), 279  
 in nude scenes (A2403e), 64  
 payment for (A2201), 58
- down days (A1801), 52-3
- downloads (A428), 11
- drama productions (A705b, c), 334
- dressing rooms (A2001, App 30d), 56-7, 298
- driving. *See* automobiles; stunt performer; vehicles
- dubbed productions (App 20), 256. *See also* dubbing  
 ACTRA and (App 20-1), 256  
 ACTRA administration fees (App 20-23), 287  
 ACTRA insurance plan (App 20-24), 288  
 ACTRA obligations (App 20-5), 266  
 ACTRA performer fee deductions (App 20-24), 288  
 AQPM administration fees (App 20-2301), 287  
 arbitration for (App 20-702, 20-803–804), 268, 273-75  
 assumption agreements (App 20-2204), 286-87  
 auditions (App 20-303, 20-18), 259, 281  
 calls (App 20-905), 276  
 cancellation of (App 20-13), 278  
 CIPIP and (App 18-4), 246  
 CMPA and (App 20-2301), 287-88  
 credits (App 20-20), 283  
 definition (App 20-307), 260  
 dialogue in (App 20-310, 20-17), 260, 281  
 doubling in (App 20-15), 279  
 excerpts (App 20-19), 282  
 fees (App 20-21), 283  
 late-payment penalties (App 20-2202), 286  
 meal periods (App 20-12), 277  
 multilingual (App 20-312, 20-2103), 261, 285-86  
 multiple (B202), 98-99  
 overtime for (App 20-10), 276  
 payments for (App 20-22), 286  
 strikes and (App 20-7), 267

dubbing. *See also* dubbed productions  
of animated productions (D103), 121  
definition (A415, App 20-306), 9-10, 259-60  
of songs (App 20-16), 280  
time sheet for (App 20-4), 261

## E

EDI (electronic data interchange) (App 27), 313  
education. *See* tutoring  
educational programs (A203c, A445), 5, 14.  
*See also* industrial programs  
educational television  
definition (A416), 10  
program use (A445, B301, B402, B407), 14, 99-100, 101, 102-3  
emergencies  
and cancellation/postponement (A1901, App 20-1301), 53, 278  
medical authorization for minors in (A2704c, App 15), 73, 226  
and use of background performers in stunts (A2607), 62  
engagement. *See also* booking  
of background performers (C4), 104–6  
cancellation of (A1905), 54  
conditions of (A8), 37  
failure to fulfil (A603), 28  
of non-Canadian performers (A703), 32  
preference for ACTRA members (A501, A701), 15, 31  
preference for ACTRA members, background performers (C301), 115  
preference for ACTRA members, dubbed productions (App 20-401), 261  
episode (A417, App 20-308), 10, 260. *See also* series  
equalization payments (A3703, App 20-24), 92-3, 288  
equal opportunity. *See also* affirmative action policy (A502, App 20-402), 15-16, 261  
review committee (App 33), 323  
in stunt doubling (A2605), 67-8  
Equity (Canadian Actors Equity Association) (A2201), 58  
EST (electronic sell-through) media (A428, B509d), 11, 107  
excerpts  
of dubbed productions (App 20-19), 282  
fees for (A3301), 78–79  
of 2 minutes or less (A3202), 77–78

of 4 minutes or less (A3301d), 79  
multiple (A3301b), 78  
new media use (E109), 119  
exercise shows (B202), 90  
expenses

exclusion from net fees (A427b), 10  
and gross fee definition (A420), 9  
of parents (A2708e), 68  
for transportation (A1704), 47  
explosive devices (A2608i), 63–64

## F

fact-based productions (Part F), 134  
definition (A418, F102), 10, 134  
fair market value (B513), 101  
fees. *See also* fees, above-minimum; fees, minimum; *specific types of performers and performances*  
and ACTRA obligations (A601), 27  
additional (A401), 8  
for additional services (A2301), 58  
for administration (A37, App 19-9, App 20-23), 99, 255, 287  
for after-shows (A2302), 59  
for animation performers (D1, E106b), 121, 127  
assignment of (A510, App 20-409), 19, 262  
for auditions (A2803, A2804), 81  
for billboards and bumpers (A2305), 59  
for cancelled engagements (A1905), 54  
under CIPIP (App 18-6), 245  
contracted (A411), 9  
for daily serials (App 19-6), 254  
distribution to performers (B512), 110  
for dubbed productions (App 20-21), 283  
for excerpts (A3301), 86-87  
forfeit of (A603), 25–26  
gross (A420, App 20-309), 10, 260  
for inserts (A3102), 84  
net (A427), 11  
for new media (E106), 115–17  
overtime (A401, A427a), 8, 10  
penalty (A401), 8  
permit (C502, C503), 119  
prepaid use (A401), 8  
for promos (A3203), 85  
for publicity stills (A3203), 85  
for public service announcements (A2306), 59-60  
for retakes (A3002), 83  
series option (A29), 82  
for stunt performers (A2602), 66-67

- supplementary (A401), 8
  - for trailers (A3203), 85
  - upgrading and (A2101), 57-8
  - for warm-ups (A2302), 59
  - weekly (A2602g, B201), 66-67, 90
  - work-permit (C303), 115
- fees, above-minimum
- definition (A401), 8
  - definition, dubbed productions (App 20-301), 259
  - right to negotiate (A508), 19
- fees, minimum (A507–509, B1, D1) 19,96-97
- consent to waive (A205, App 18-6), 6, 247-250
  - for new media (E106), 115–17
- filler material (A422), 10
- firearms (C201d), 114
- fires (A1901, App 20-1301), 53, 278
- flashbacks (A3301e, 3302), 86-87
- flight insurance (A1708), 52
- floods (A1901, App 20-1301), 53, 278
- fog effects. *See* air quality
- food. *See* meals
- foreign markets (B403–408), 101-03
- new media use in (B408), 103
- foreign performers. *See* non-Canadian performers
- forms
- audition sign-in sheet (A2801, App 16), 80-81, 242
  - background performer voucher (C402, C406, App 17), 116, 117, 243
  - conflict of interest declaration (App 13), 234
  - contract (A804, A805, App 12), 37-38, 233
  - dubbing time sheet (App 20-4), 261
  - performer independent production remittance statement (App 28), 315
  - performer work report (A513c, A514, C302, App 5), 20-21, 19, 106
- free television
- definition (A419), 10
  - program use on (A445, B301, B402, B403), 14, 99-100, 101-02
- G**
- game shows (A705d, B202), 34, 98-99
- Germany (B403c), 101-02
- grievance procedures. *See also* arbitration
- for dubbed productions (App 20-702, 20-801), 268, 269-71
  - involving minors (A2702), 71
  - producer's failure to co-operate (A902), 39
  - requirements (A1001), 40-42
- gross revenue. *See* distributor's gross revenue (DGR)
- group dancer
- as chorus performer (A307), 7
  - definition (A309), 7
  - minimum fees (B101), 96-97
- group singer
- as chorus performer (A307), 7
  - definition (A310), 7
- group singer (cont'd)
- fees for series theme (A3304), 87-88
  - minimum fees (B101), 96-97
- GST (A108g), 4
- guarantees
- distribution (A517c, E201, App 8, App 24), 24, 131, 216, 302
  - production (A516g, App 6, App 24), 21, 200, 302
  - series (D109), 123
- guardian. *See* parents
- H**
- hairdressing
- fee calculation (A427a), 11
  - requirement to change hair (A1504), 50
  - time for (A1501), 49
- Hamilton, ON (B403a), 101
- harassment policy (A503, App 20-403), 16-18, 262
- holding calls (A18), 53
- home improvement programs (Part F), 134
- hospitals (A203d), 5
- host
- definition (A311), 7
  - minimum fees (B101), 96-97
- hours of work. *See also* day
- for minors (A2713), 79
  - producers' rights (A106), 2
- HST (A108g), 4
- hurricanes (A1901, App 20-1301), 53, 278
- I**
- illness
- absence caused by (A1909), 55
  - certification of (A603), 28
  - and failure to fulfil engagement (A603, App 20-1303), 28, 278-79
- incidental sounds (D106c), 122
- indemnity to performer (A522), 27
- Independent Production Agreement (IPA)

administration of (A104), 2  
 bargaining rights under (A107, App 4), 2, 183–85  
 breach of (A607), 29  
 exclusions to (A2), 4  
 general provisions (A108), 3-4  
 interpretation of (A104), 2  
 minimum terms and conditions (A507–509), 19  
 negotiation protocol (A103, App 2), 1, 175–80  
 and new media productions (E301), 133  
 producers bound by (App 1), 139  
 settlement of past (App 35), 325  
 term and execution (G1), 136

industrial programs  
 credits in (A3502), 88  
 definition (A421), 10  
 performer status (A203), 5-6  
 use rights (B602, B603), 112

infants (A2715), 79-80. *See also* minors

injury  
 performer to advise producer (A608, App 20-505), 29, 267  
 producer to advise ACTRA (A521, App 30k), 27, 318

insert fees (A3102), 84

instrumentalists (A202c), 5

insubordination (A1905), 54

insurance. *See also* insurance plan  
 accident (App 26), 311  
 flight (A1708), 52  
 for stunt performers (A2610), 70

insurance plan (ACTRA)  
 for dubbed productions (App 20-24), 288  
 maximum contributions (A3804), 94  
 payment procedure (A3806), 94-95  
 producer's contribution (A3801), 94

Internet productions. *See* new media

interstitial material  
 definition (A422), 10  
 fees (A2307), 60-61

interviewer. *See* host

interview programs (A705e), 34

interviews. *See* auditions

ISAN number (A506c), 18

**J**

Joint Standing Committee (A1002), 42-43  
 for dubbed productions (App 20-802), 271-73

**K**

kilometrage allowance (A1704b), 51

**L**

language. *See also* dubbed productions, multilingual  
 and lip synching (A424), 10  
 of original program (A415), 9-10  
 of television stations (A414), 9

lifestyle productions (Part F), 133  
 definition (A418, F102), 10, 134

lines. *See* dialogue

lip synchronization  
 consent required (A3401), 88  
 definition (A424), 10  
 definition, dubbed productions (App 20-311), 260  
 minimum fees (B103), 97-8

live pickup (A2201), 58

location  
 ACTRA right of access (A511), 18  
 distant (A412, A1702), 9, 51  
 hold-over on (A1801), 52-3  
 nearby (A1702, A1704e), 51, 47  
 non-member background performer use (C305), 116  
 overnight (A1801), 52-3  
 producers' rights (A106), 2

love scenes. *See* sexual acts

**M**

makeup  
 fee calculation (A427), 11  
 time for (A427, A1501), 11, 49

marionettes (A318), 7

market value (B513), 101

master of ceremonies. *See* host

meals. *See also* meal penalties; meal periods  
 for background performers (C409), 117  
 definition (A1407), 49  
 for infants (A2715c), 80  
 for minors (A2714), 79  
 and per diems (A1704e), 52

meal penalties  
 application (A1406d), 49  
 exclusion from net fees (A427b), 11

meal periods  
 for background performers (C404), 107  
 for dubbed productions (App 20-12), 277  
 extension of (A1402), 48  
 first (A1401), 47-48  
 payment for (A1405), 48  
 plateau continu (A1406), 49  
 requirements (A14), 47

timing (A1401a), 47-48  
 travel time during (A1403), 48  
 work during (A1405), 48  
 medical conditions. *See also* illness  
   of minors (A2704b), 72-3  
 medical personnel  
   for minors (A2709), 75-6  
   for stunts (A2608a), 68  
 merchandising (B509a), 106  
 microwave television distribution (A431), 12  
 mileage. *See* kilometrage allowance  
 mime (A301), 6  
 mini-series (App 18-6), 247-50  
   definition (A425), 11  
   in new media (E106a), 125-27  
 minors. *See also* chaperon; parents  
   calls for (A2706, A2713), 74, 79  
   conditions of engagement (A2703), 71-2  
   coordinator for (A2712), 79  
   and dangerous work (A2709), 75-6  
   definition (A2701),  
   dressing rooms (A2001a, App 30d), 56,  
   318  
   hours of work (A2713), 79  
   meals (A2714), 79  
   medical authorization form (App 15), 239  
   medical or psychological conditions  
   (A2704b), 73  
   non-professional (A202b), 4-5  
   overtime for (A2705b, d, f), 73-4  
   parent declaration form (App 14), 236  
   production information on (A506h), 18  
   psychological assistance (A2709), 75-6  
   rest periods (A2705d), 73  
   special skills required (A2703a,d), 71, 72  
   stand-ins for (C304a), 115-16  
   transportation for (A2705e, App 30i), 73-4,  
   318  
   travel by (A2708e), 74-75  
   trust accounts (A2716), 80  
   tutoring (A2710), 76-8  
   violations regarding (A2702), 71  
   workday (A2705, A2713), 73, 79  
 misconduct (A1905), 54  
 model  
   definition (A312), 7  
   minimum fees (B101), 96-7  
 moderator. *See* host  
 montages (A3303), 87  
 Montréal (C501), 118-9  
 movies of the week (App 18-6, 18-9), 247-50,  
 251-52

music, series theme (A3304), 87-8  
 musicians (A202c), 4-5. *See also* singers  
 MVPD (multichannel video programming  
   distributor) (A445b), 14

## N

narrator  
   definition (A313), 7  
   minimum fees (B101, B104), 96-7, 98  
   participation in net fees (B603), 112  
   recall of (A3003d), 83-4  
   rights in program use (B603), 112  
 ND (nondescript) stunts (A2601d, A2602e),  
   65, 66  
 nearby location (A426), 11  
 network television  
   definition (A429), 12  
   as free television (A419), 10  
   in United States (B403b), 101  
   and use (A445), 14  
 new business development plan (A3701b),  
   90-1  
 new media productions (Part E), 125  
   advance option (E108, E204c), 127-29,  
   132-33  
   animated (E106b, E108c), 125-7, 127-9  
   applicability (E103), 125  
   budget changes (E114, E115), 130-31  
   conventional content use in (App 35), 305  
   conversion of content for (A3204 ), 85  
   conversion to conventional use (App 36),  
   306-7  
   co-productions (E104), 125  
   definition (A428), 11  
   discounts for (E116), 131  
   eligibility (E102), 125  
   excerpts (E109), 129  
   excluded (E105), 125  
   filing procedure (E113), 130  
   IPA and (E301), 133  
   minimum fees (E106, E107), 125-7, 127  
   option 1 (E1), 125  
   option 2 (E2), 131  
   prepayment options (E108), 127-9  
   purpose (E101), 125  
   security for payment (E110-112), 130  
   use in (A445b, B301, B408), 13, 99-100,  
   103  
   versioning in (E117), 131  
 news programs (A203c), 5  
   pickup of performance for (A3103), 84  
   program excerpts on (A3301d), 86



night recording (App 20-904), 276  
 night shoots (A1103), 46  
     for minors (A2703b, c), 71-2  
     and transportation (A2005), 57  
 non-commercial television (B403), 101-02  
 non-members (of ACTRA)  
     as background performers (C301d), 106  
     equalization payments and deductions (A3703), 92-3  
     on location (C305), 116  
     preference of members over (A2806), 81  
     requirement to work with (A504), 18  
     restrictions on engagement (C501), 118-19  
     as stand-ins (C304), 115-16  
     work permits for (A701, A704), 31-2, 32-3  
 non-professionals (A202, A203), 4-5, 5-6  
 not-for-profit groups (A203b), 5-6  
 notices  
     addresses for (A108d), 3-4  
     audition (A2805), 81  
     booking (A801, C401), 37, 116  
     cancellation (A1902, A1903), 53-54  
     casting (A506l, E116), 18-9, 120  
     for CIPIP productions (App 18-8), 251  
     for daily serials (App 19-10), 255  
     grievance (A1001e, g), 41  
     of night shoots (A1103, A2703b, c), 46, 71-2  
     to parents (A2703), 71  
     of schedule changes (A1906), 54-5  
 novelizations (B509a), 106  
 nudity  
     in auditions (A2401), 61-2  
     conditions for (A24), 61  
     contract requirements (A2402), 62-3  
     fees (A2402d), 62-3  
     production information on (A506i), 18  
     in rehearsals and performance (A2403), 63-4

**O**

off-camera noises (A2203, App 20-1503), 58, 280  
 off-camera performer  
     definition (A314), 7  
     minimum fees (B103), 8997-8  
     recall of (A3003c), 83-4  
 opening montages (A3303), 87  
 options. *See also* advance option  
     exercising (A2901e, f), 82  
     for series (A29), 82  
 overtime

for background performers (C404), 117  
     in daily serials (App 19-5), 254  
     definition (A1201-1203), 46-7  
     for dubbed productions (App 20-10), 276  
     fee calculation (A427a), 11  
     maximum (A1204), 47  
     meal breaks and (A1404), 48  
     for minors (A2705b, c, f), 73-4

**P**

packaging (B509f), 107  
 panelist  
     definition (A315), 7  
     minimum fees (B101), 96-97  
 panel shows (A705d, B202), 34, 98-9  
 parents. *See also* chaperon; minors  
     declaration form (App 14), 236  
     definition (A2701), 71  
     expenses (A2708e), 75  
     interference by (A2708d), 75  
     notices to (A2703), 71-2  
     presence of (A2708), 75  
     responsibilities (A2704), 93  
 payments. *See also* fees; security for payment  
     administration fees (A3705), 93-4  
     for dubbed productions (App 20-22), 286  
     late penalty (A3602, A3807), 89-90, 95  
     periods (A108h), 4  
     reporting of errors (A3603), 90  
     timing (A3601), 89  
 pay television  
     definition (A431), 12  
     interstitial material on (A422), 10  
     program use on (A445, B301, B402, B404), 14, 99-100, 101, 102  
 penalties. *See also* meal penalties  
     exclusion from net fees (A427b), 11  
     for late insurance/retirement plan contributions (A3807, App 20-2408), 95, 290-1  
     for late payments (A3602, App 20-2202), 89-90, 286  
 per diems. *See also* expenses  
     advances on (A1705), 52  
     exclusion from net fees (A427b), 11  
     and gross fee definition (A420), 10  
     for personal expenses (A1704e), 51-52  
 performance  
     replacement of (A34), 88  
     standards of (A106), 2

- performer independent production remittance statement (A3704, A3705, App 28), 93-94, 315
- performers. *See also* animation performer; background performer; performers, non-Canadian
- accident insurance for (App 26), 311
- booking notice (A801), 37
- contracts (A804, A805), 37-8
- definition (A201, A3), 4, 6
- definition, dubbed productions (App 20-2), 259
- in documentary and industrial programs (B6), 111
- indemnity to (A522), 27
- minimum fees (B1, D106a, F301), 96-97, 122, 134-5
- in new media productions (D106), 122
- obligations (A6, App 20-5), 27, 266
- off-camera (A314, A3003c, B103), 7, 83-4, 97-98
- on-set obligations (A606), 28-9
- participation in gross (B504), 105
- qualification of (A7, App 20-6), 31, 267
- residency information (A609), 29-31
- selection of (A106), 2
- upgrading (A21), 57
- work-permit fees (A701), 31-32
- performers, non-Canadian
- engagement of (A703), 32
- equalization payments for (A3703), 92-3
- insurance/retirement plan contributions (A3805), 94
- limitations on engagement (A708, A709), 35-6, 36-37
- production information on (A506n), 18-9
- work-permit fees (A701c, A704), 31-2, 32-3
- Performers' Rights Society. *See* ACTRA PRS
- performer work report
- for background performers (C302), 106
- form (App 5), 186
- requirements (A513c, A514, A604), 20, 20-21, 28
- Performing Arts Lodge of Canada (PAL) (App 25), 310
- permittees. *See also* work permits
- definition (C201e), 114
- producers to pay fees (C502), 119
- work-permit fees (C303), 115
- photographic doubles
- definition (C201b), 113-14
- excluded from minimum number engaged (C501), 118-19
- minimum calls (C404), 117
- minimum fees (C101), 113
- photography. *See also* prop shots
- of nude scenes (A2403c), 63-4
- of nudity in auditions (A2401g), 61-2
- by performer (A3205), 85-6
- publicity stills (A3201, A3203), 85
- picket lines (A905), 37
- pickup performance (A3101-3103), 81-84
- pilot programs
- administration fees (A3701b), 90-2
- CIPIP and (App 18-4), 246
- definition (A432), 12
- fees (A2901, B206), 82, 99
- plateau continu (A1406), 49
- playrooms (A2710i), 76-8
- postponements
- of dubbed productions (App 20-13), 278
- exclusion from net fees (A427b), 11
- force majeure as cause (A1901, App 20-1301), 53, 278
- post-synchronization
- compensation for (A3001), 83
- definition (A433), 12
- definition, dubbed productions (App 20-313), 261
- on-camera (A3003b), 83
- preference of engagement (C301, App 20-401), 115, 261
- prepayment option (for participation in gross) (B504), 96
- across-the-board application (B503), 104-5
- for all uses (B501a, B601d, B602d, D111b, E108, E204, App 18-9), 103-4, 111-12, 112, 123-24, 127-29, 132-33, 236
- and contracts (A805), 35
- for conventional uses (B501b, B601c, B602c, D111a, App 18-9), 103-4, 111-12, 112, 123-24, 251-52
- for new media use (E108, E204, App 18-9), 127-29, 132-33, 251-52
- presale (B502a, B509c), 104, 106-08
- previews
- program excerpts as (A3202), 85
- use within series (A3301c), 86-87
- principal actor
- in animated productions (D103), 121
- definition (A317, B103), 7, 97-8

minimum fees (B101, B103), 96-97, 97-98  
 upgrading to (A2101), 58  
 prisons (A203d), 5  
 privacy requirements (A2001, App 30d), 56-7,  
 318  
 producers  
   and conflict of interest (A806, App 13), 38-  
   9, 234  
   definition (A434, App 20-314), 12, 261  
   hiring rights (A106), 2  
   non-member (A3701e), 90-2  
   obligations (A5, App 24), 15, 302  
   obligations, dubbed productions (App 20-  
   4, 20-7), 261, 251-53  
   payment of administration fees (A37), 90  
   property rights (A106), 2  
   rights (A106, App 20-107), 2, 257  
   unfair (A902-904, App 20-703), 39-40,  
   268-9  
 productions. *See also specific types of  
 production*  
   ACTRA PRS administration fees (A3702), 92  
   Canadian content (A707), 34-5  
   definition (A435), 12  
   discounts for (B202), 98-9  
   down days on (A1801), 52-3  
   drama (A705b, c), 33-34  
   guarantees (A516g, App 6, App 24), 21-23,  
   187-89, 302  
   information submission (A506), 18-9  
   liaison for (A515), 21  
   long-form (A704), 32-3  
   packaging (B509f), 106-08  
   records (A513, App 20-4), 20, 261  
   streaming (A445b), 14  
   for television (A705), 33-4  
   and use rights (B501), 103-04  
   variety (A446, A705a), 15, 3-4  
   videos of (A523), 27  
 programs  
   definition, dubbed productions (App 20-  
   315), 261  
   excerpts from (A3202), 85  
   for television (A705), 33-4  
 promos  
   in animated productions (D107, D108),  
   122-23  
   conversion to new media (A3204), 85  
   for dubbed productions (App 20-19), 282  
   excerpts as (A3202), 85  
   fees for (A3203), 85

prop shots  
   exclusion from net fees of (A427b), 11  
   fees for (A3004), 84  
 psychologist  
   to assist minors (A2709), 75-6  
   as part of production information (A506s),  
   18-9  
 public, members of (A202d, A203), 4-5, 5-6  
 public affairs programs (A203c, A705e), 4-5,  
 33-4  
 publicity stills (A3201, A3203), 85  
 public service announcements (PSAs)  
   definition (A436), 12-3  
   fees (A2306), 59-60  
 puppeteers  
   definition (A318), 7  
   minimum fees (B101), 96-97  
   rest periods (A1303), 47  
 purchaser's assumption agreement  
   format (App 10), 212-13  
   requirements (A519), 25-6  
 pyramiding (B204, F304), 99, 135

## Q

QST (A108g), 4  
 Québec (App 21), 292. *See also* AQPM  
 quiz master. *See* host  
 quiz shows (A705d), 33-4

## R

racial harassment. *See* harassment  
 rates. *See* fees  
 reading session  
   definition (A437), 13  
   fees (A2308), 61  
 reality programs (Part F), 134  
 recalls (A3003), 76  
   for auditions (A2803, App 20-1802), 81,  
   281  
 recaps  
   in daily serials (App 19-8), 255  
   program excerpts as (A3202), 85  
   use within series (A3202, A3301c), 85-87  
 recording sessions (D104), 121  
 rehearsals  
   definition (A438), 13  
   fee calculation (A427, A2308), 11, 61  
   nudity in (A2403), 63-64  
   time limits for minors (A2707), 74  
 replacement of performance (A34), 88  
 reporting time (App 20-316), 2261  
 reports  
   gross revenues (B511), 108-10

injury (A521, A608, App 20-505), 27, 29, 267  
 payment error (A3603), 90  
 performer work report (A513c, A514, A604, App 30j), 20, 20-1, 28, 298  
 performer work report, background performers (C302), 115  
 performer work report form (App 5), 199  
 production information (A506, E113), 18–19, 119–20  
 for retakes, added scenes, and recalls (A3003), 83-4  
 tutoring (A2710j), 76-8  
 residency information (A609), 29-31  
 residual markets  
   definition (A439), 13  
   fees to performers for (B501), 103-04  
   and use rights (B501), 103-04  
 residual payments  
   and above-minimum fees (A401), 8  
   calculation (B4), 100  
   distribution (B512), 110  
 rest periods  
   for background performers (C410), 118  
   between days (A1301), 4347  
   for dubbed productions (App 20-11, 20-1401), 277, 279  
   per hour (A1302), 47  
   for infants (A2715c), 79-80  
   for minors (A2705, A2707), 73-4, 74  
   for puppeteers and dancers (A1303), 47  
   requirements (A13), 47  
   on set (A2001a, App 30) 56-7, 318  
 retakes (A3002, A3003a), 83, 83-4  
 retirement plan  
   for dubbed productions (App 20-24), 288  
   maximum contributions (A3804), 94  
   payment procedure (A3806), 94-5  
   performer fee deductions (A3803), 94  
   producer's contribution (A3802), 94  
 rights  
   bargaining (A107, App 4), 2, 195  
   distribution (App 24), 302  
   of producers (A106, App 20-107), 2, 257  
   to sequel (B509a), 106-08  
 risk performance (A25), 64. *See also* stunts  
   definition (A440), 13  
 role  
   in defining principal actor (A317), 7  
   definition (A441), 13  
   definition, dubbed productions (App 20-317), 261

## S

safety  
   for dancers (A2002), 57  
   guidelines (A2609, App 30s), 70, 318  
   for minors (A2708d), 74-5  
   and replacement of performance (A3401c), 88  
   for stunt performers (A2608), 68-70  
 SAG. *See* Screen Actors Guild  
 sanitary provisions (A2001, App 30), 56-7, 318  
   for infants (A2715c, d), 79-80  
 satellite television (A431), 12  
 schedule changes (A1906, A1910), 54-56  
 schools (A203d), 5-6  
 Screen Actors Guild (A506o, A3808), 18-9, 95  
 screen tests (A403), 8  
 script  
   available for auditions (A2808), 81  
   in daily serials (App 19-7), 253  
   production information on (A506k, E113), 18-9, 119–20  
 security for payment (App 29), 316  
   agreement (A516, A517b, App 7), 21-23, 23–24, 203  
   for dubbed productions (App 20-416), 263-66  
   for new media productions (E110–112), 119  
   after production (A517), 23–24  
   during production (A516), 21–23  
 security of property  
   for performers (A2001, App 30e), 56-7, 318  
   producers' rights (A106), 2  
 sequel rights (B509a), 106-08  
 serials (A442b), 13  
   daily (soaps) (App 19), 253  
 series. *See also* episode  
   administration fees (A3701b, A3702), 90-02, 92  
   animation performers in (D109), 123  
   definition (A442), 12  
   definition, dubbed productions (App 20-318), 261  
   discounts (B203, App 18-6), 90, 247-50  
   drama (A705c), 33-4  
   episodic (A442a), 13  
   and insurance/retirement plan  
     contributions (A3804), 94  
   minimum fees (B102, App 18-6), 97, 233–34, 247-50

- options (A29), 82
- television (A705, App 18-6), 33-4, 233–34, 235–36
- session (D102, D104), 121
- sexual acts. *See also* nudity
  - in auditions (A2401), 61-2
  - in scenes involving minors (A2709b), 75-6
- sexual harassment. *See* harassment
- singers. *See also* singing
  - definition (A319), 7
  - doubling by (A2202), 58
  - fees for series theme (A3304), 87-88
  - minimum fees (B101), 96-97
- singing. *See also* dubbing
  - minor (A2202), 58
  - unrehearsed (C202), 114
- skaters (A308), 7
- SMATV. *See* satellite television
- smoking (A2006, A2007, App 20-1401c), 57, 279
- snacks. *See also* meals
  - for background performers (C409), 118
  - definition (A443), 12
  - substantial (A1401a), 47-8
- soaps. *See* daily serials
- special effects
  - and air quality (A2003, A2006), 57
  - explosive (A2608i), 68-70
- specials, variety (A705a), 33-34
- special skills
  - minimum fees (C101), 113
  - and replacement of performance (A3401e), 88
  - required of minors (A2703a, d), 71, 72
  - sports as (C201d), 113-14
- special skills performers
  - definition (C201d), 113-4
  - minimum calls (C404), 117
- specialty act
  - definition (A320), 7-8
  - minimum fees (B101), 96-97
- specialty channels (A408), 9
- sportscaster. *See also* announcer
  - definition (A321), 8
  - minimum fees (B101), 96-7
- stand-ins
  - definition (C201c), 113-4
  - excluded from minimum number engaged (C501), 118-19
  - minimum calls (C404), 117
  - minimum fees (C101), 113
- non-members as (C304), 115-116
- steward
  - appointment (A605), 28
  - and production liaison (A515), 21
  - role (A607), 29
- stills. *See also* photography
  - of nude scenes (A2403d), 63-4
  - publicity (A3201, A3203), 85
- stretchers (A2001a), 56-7
- strikes (A901, A905), 39, 40
  - and dubbed productions (App 20-7), 267
- studio audience (A202d), 5
- stunts. *See also* risk performance; *specific stunt performers (below)*
  - additional performance (A2602g), 65-7
  - consent to perform (A2608e), 68-70
  - creating and engineering (A2606), 65-7
  - driving guidelines (A2611), 70
  - equipment for (A2608c, f, g; App 32), 68-70, 322
  - fees (A2602), 65-7
  - nondescript (ND) (A2601d, A2602e), 65, 65-7
  - non-scripted (A2607), 68
  - non-stunt performers in (A2608d), 68-70
  - production information (A506m), 18-9
  - specialists used for (A2606b), 65-7
- stunt actor
  - definition (A2601b), 65
  - fees (A2602d), 65-7
  - minimum fees (B101), 96-97
- stunt coordinator
  - associate (A2601f), 65
  - consultation fee (A2602i), 65-7
  - definition (A2601e), 65-7
  - fees (A2602f), 65-7
  - minimum fees (B101), 96-97
  - use (A2608b), 68-70
- stunt double
  - definition (A2601c), 65
  - enacting role (A2602j), 65-67
  - fees (A2602e), 65-7
  - for female (A2605), 67-8
  - in vehicle (A2611f), 70
  - for visible minority (A2605), 67-8
- stunt performer
  - auditions (A2603), 67
  - consultation fee (A2602h), 65-7
  - contracts (A2602g, A2604), 65-7
  - definition (A322), 8
  - as driver (A2611), 70
  - enacting role (A2602j), 65-7

fees (A2602, A2608j), 65-7, 68-7  
 insurance for (A2610), 69  
 minimum fees (B101), 96-7  
 weekly contract (A2602g), 65-7  
 subcontractors (A512), 20  
 substantial snacks (C409), 118. *See also*  
 meals  
 SVOD (subscription video-on-demand) media  
 (A428), 11  
 high-budget productions (B301, E203), 99-  
 100, 121  
 swimmers (A308), 7  
 syndicated television  
 definition (A444), 14  
 as free television (A419), 10  
 in United States (B403b), 101-02  
 and use (A445), 14

## T

talent contests (Part F), 123–24  
 talk shows (A705e, B202), 33-34, 98-9  
 tape. *See* compact devices  
 taxes (A108g), 3-4  
 teasers  
 program excerpts as (A3202), 85  
 use within series (A3301c), 86-7  
 Telefilm Canada (B509g, App 18-3), 106-08,  
 245-6  
 television. *See also specific types of television*  
 ACTRA PRS administration fees (A3702), 92  
 and CIPIP (App 18-5, 18-6), 246-50  
 closed-circuit (A431), 12  
 non-commercial (B403), 101-02  
 production use rights for (B501), 103-04  
 programs for (A705), 33-34  
 and program use (A414, A445, B603), 9,  
 14, 112  
 syndicated (A444), 14  
 tests. *See* auditions  
 theatrical exhibition  
 definition (A431), 12  
 payments to performers (B402), 101  
 producer's entitlement (B301), 99-100  
 and use (A445, B402), 14, 101  
 use rights (B501), 103-04  
 therapists (A2709), 75-6  
 toilets. *See* washrooms  
 Toronto  
 background performers to be engaged  
 (C501), 118–19  
 television use of programs (B403a), 101-02  
 trailers (A3201–3203), 85

for dubbed productions (App 20-19), 282  
 transportation  
 after auditions (A2806), 81  
 availability (A1706), 52  
 at night (A2005, App 30g), 57, 318  
 travel costs. *See also* transportation; travel  
 time  
 coverage by producers (A17), 51  
 exclusion from net fees (A427b), 10  
 for flight insurance (A1708), 52  
 and gross fee definition (A420), 10  
 outside Canada (A1707), 52  
 of parents (A2708e), 74-5  
 travel programs (Part F), 123–24  
 travel time. *See also* travel costs  
 calculation (A1701), 51  
 and distance travelled (A1702), 51  
 exclusion from net fees (A427b), 10  
 payment for (A1703), 51  
 treaty co-productions. *See* co-productions  
 trust accounts. *See also* ACTRA PRS  
 for minors (A2716), 80  
 tutoring (of minors) (A2710), 76-78  
 area and supplies for (A2710h, i), 76-78  
 banking of time for (A2711), 78-79  
 reports required (A2710j), 76-78  
 time required (A2710e,f), 76-78  
 tutor's qualifications (A2710d), 76-78

## U

Union des Artistes (UDA) (A702), 32  
 United Kingdom (B403c), 101-02  
 United States  
 compact device use in (B406), 102  
 new media use in (B408), 103  
 television use in (B403–405, B407), 101-  
 02, 102-03  
 unprofessional conduct (A602), 28  
 upgrading  
 of background performers (A2101, C405,  
 C406), 57-8, 117  
 of performers (A21), 57  
 use. *See also* use payments  
 advances for (B505), 105  
 definition (A445), 14  
 of documentary and industrial programs  
 (B6), 101–3  
 of dubbed productions (App 20-2104), 286  
 in new media (A445b, B301, B408), 14, 99-  
 100, 103  
 non-theatrical (A431, A444, A445), 12, 14  
 rights of (B5, B6), 103, 111

- types (B301), 99-100
- use payments
  - additional (B508), 106
  - calculation (B509), 106-08
  - under CIPIP (App 18-9), 251-52
  - distribution of (B512), 110
  - for fact-based/lifestyle productions (F302), 135
  - in net fee calculation (A427), 11
  - for new media (B301, B408, E202), 99-100, 131
  - options (B501c, B503), 95, 96
  - options, animation performers (D111), 123-24
  - reports on (B511), 108-10
  - for residuals (B401), 100-01

## V

- vacations (App 19-2), 2254
- Vancouver (C501), 118-19
- variety principal
  - definition (A323), 8
  - minimum fees (B101), 96-7
  - work-permit fees (A701a), 31-2
- variety productions (A446), 14
- vehicles. *See also* automobiles; stunts
  - as special skill (C201d), 113-14
  - for stunt use (A2608c.g), 68-70
- versioning (E117), 131
- video on demand (A428), 11
  - high-budget productions (B301, E203), 99-100, 131-2
  - production use (A445), 14
- videos
  - CIPIP and (App 18-4), 246
  - provided by producers (A523), 27
- violent scenes (A2709), 75-6
- vocal coach
  - definition (A324), 8
  - fees (A2304), 59
- voice synchronization. *See* ADR
- voice tests (A403), 8
- voluntary recognition agreement (A103, App 3), 1, 193
- vouchers (for background performers)
  - format (App 17), 243
  - requirement (C402), 116
  - and upgrades (C406), 117

## W

- waivers
  - of fees for public service announcements (A2306c), 59-60
  - for working conditions (A2004), 57
- war (A1901, App 20-1301), 53, 279
- wardrobe
  - for background performers (C407), 117
  - calls for (A1503, C403), 50, 116-7
  - cleaning (A1604, App 30p), 50, 299
  - compensation for use (A1601), 50
  - damage reimbursement (A1602), 50
  - exclusion from net fees (A427b), 11
  - fee calculation (A427), 11
  - fitting payment (A1502), 49-50
  - fitting time (A1501), 49
  - personal (A2001, App 30), 56-7, 318
  - regular (A1601), 50
  - repair facilities (A1603), 50
- warm-up fees (A2302), 59
- washrooms (App 20-1401d, App 30o), 279, 318
  - use for changing (A2001a), 56-7
- water requirements (A2001, App 20-1401, App 30a), 56-7, 279, 318
- weather
  - as cancellation cause (A1910), 55-6
  - inclement (C410, App 30c), 118, 318
- weather-permitting calls (A1908), 55
- week (A701), 31-2
- workday (A11). *See also* session
  - definition (A1101), 46
  - definition, dubbed productions (App 20-902), 275-6
  - for minors (A2705, A2713), 73-4, 79
- workers' compensation (A524), 27
- working conditions
  - minimum (A507), 19
  - requirements (A2001, App 30), 56-7, 318
  - requirements, dubbed productions (App 20-9, 20-14), 275, 279
- work permits
  - additional (A704), 32-3
  - equalization payments for (A3703), 92-3
  - fees for (A701), 31-32
  - letter of understanding about (App 22), 298
- work reports. *See* reports
- work stoppage. *See* strikes