

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

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

AND

THE ASSOCIATION OF CANADIAN ADVERTISERS (THE “ACA”)

(KNOWN COLLECTIVELY AS THE “PARTIES”)

Whereas the Parties are party to the National Commercial Agreement including the Local & Regional Addendum (the “NCA”) for the period June 1, 2022 to May 31, 2023;

And whereas the Parties plan to enter into negotiations for an ICA/ACA/ACTRA NCA (a “Tripartite NCA”) with an aim to agreeing upon a new and simplified Tripartite NCA;

Now therefore the Parties agree that the terms and conditions of the NCA remain in effect and form the basis of this renewal Agreement unless otherwise modified below.

1. During the term of this Agreement, the Parties are committed to continuing discussions on a modernized and simplified agreement. The Parties will meet no later than 30 days after the date of ratification of this MOA to review the draft simplified agreement unless the parties are engaged in pursuing a Tripartite NCA along the same lines. In addition, both Parties commit to outreach with industry stakeholders to review the work to transform the current NCA and to highlight the benefits of a modernized agreement.
2. The term of the NCA shall be June 1, 2023 to May 31, 2024. Additionally, the NCA shall be deemed of no force and effect in the event a Tripartite NCA agreement is ratified.
3. Effective June 1, 2023, there shall be a 2% increase to all minimum fees and rates.
4. During the term of this Agreement, on a pilot project basis and in addition to the residual options in the NCA, a new commercial production may select the following use options. Use periods are for concurrent television and/or digital use for the set periods below.

	1 Year	6 Months	13 Weeks
Principal Performer (PP)	\$7,200.00	\$4,000.00	\$2,400.00
Silent on Camera (SOC)/Stunt (ST)	\$4,800.00	\$2,650.00	\$1,750.00
Voice Over (VO)/Solo Singer (SS)	\$3,600.00	\$2,000.00	\$1,290.00

For clarity, the rates shown above are “all-inclusive Use rates” and will not be added together. For example:

- A Principal Performer who is in a commercial that runs 4 x 13- week consecutive cycles of television and one concurrent year of digital, will be subject to a single use rate of \$7,200.
- A Principal Performer who is in a commercial that runs for a single 13-week cycle of television falling within a six-month digital cycle, will be subject to a single use rate of \$4,000.
- A Silent On Camera Performer who is in a commercial that runs for two consecutive 13-week cycles of television, and including a 45-day digital cycle within the two 13 week cycles, will be subject to a single use rate of \$2,650.

5. The Parties confirm the existing practice for considering the Extraordinary Circumstances (EC) request in Article 106 as follows:

The adhered Engager will notify ACTRA, and ACA by email. The Engager’s email will include (where applicable):

- a. talent budget;
- b. casting breakdown;
- c. anticipated usage terms; and
- d. any other reasons that the adhered Engager is permitted to provide.

Within three (3) business days of the adhered Engager’s email, the following steps will be completed:

- (i) The adhered Engager and the local ACTRA branch will meet virtually or in person and will attempt to reach agreement on a solution that will allow ACTRA members, or non-members with work permits issued by ACTRA, to be used within the talent budget set by the client. The Parties agree to make every reasonable effort to engage ACTRA Performers under Extraordinary Circumstances;
- (ii) If terms can be mutually agreed upon, the Engager will use members of ACTRA on those terms; and
- (iii) If terms cannot be mutually agreed upon the terms of the NCA will apply.

6. Notice to bargain the next renewal of the NCA may be given by either Party at any time after January 1, 2024.
7. Between June 1, 2023 and May 31, 2024, ACTRA will increase the amount of the contract service fee refund referred to in Article 2901(f) of the NCA from 33.3% to 50% and such refund will be provided to the ACA solely.
8. Nothing in this Agreement shall change the rights or obligations of the ACA’s members in respect of the NCA as they existed prior to the execution of this Agreement.

9. **Housekeeping from 2017 to 2020 negotiations – Incorporate previously agreed to amendment Article 2203 Stock Footage:** Stock footage, stock stills, or library footage of persons, scenes or events is not covered by this Agreement. Stock footage, library footage or stock stills are shot apart from and in advance of a commercial and do not directly advertise the product or service. Professional sports footage, authentic historical footage, and authentic news footage are similarly not covered by this Agreement. Voice-Over and Solo Singers used in a commercial that is entirely comprised of stock footage will be paid Principal Performer session and residual fees.
10. This MOA is subject to ratification by the Parties. In the case of ACTRA, their principals are their members and this Agreement will be sent to eligible members for approval via ratification vote. Ratification by both Parties shall occur and be communicated to the other Party no later than June 1, 2023. In the event this Agreement is not ratified by June 1, 2023, the June 1, 2022 to May 31, 2023 NCA shall continue in full force and effect.
11. This MOA may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that the execution and exchange of the counterparts of this Agreement electronically, including by electronic transmission, is enforceable as if the counterparts were executed in original ink copies.

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED ON THE DATES AND LOCATIONS BELOW.

Entered into this 15th day of May 2023 in Toronto.

For ACTRA:



Marie Kelly
National Executive Director, ACTRA National

For ACA:



Ron Lund
President & CEO, ACA



Eleanor Noble
President, ACTRA National