

INDEPENDENT
PRODUCTION
AGREEMENT
("Agreement")

covering

FREELANCE WRITERS
of
THEATRICAL FILMS
TELEVISION PROGRAMS
and
OTHER PRODUCTION

between

The WRITERS GUILD OF CANADA (the "Guild" or the "WGC")

and

The CANADIAN MEDIA PRODUCTION ASSOCIATION (the "Association" or
the "CMPA")

July 1, 2019 to June 30, 2022

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PRODUCERS ASSOCIATION.

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Note:

Capitalized words in this Agreement indicate that these particular terms are defined in Article A2, Article E2 and/or Article 2 of the Animation Section.

ARTICLE A1 – RECOGNITION, APPLICATION AND TERM

- A101 The Producer recognizes the Guild as the exclusive bargaining agent for all Writers, Story Editors and Story Consultants on all productions, except Writers contracted to write Script Material in French. The Guild is not the bargaining agent with respect to Story Consultants who are not members of the Guild. Nothing precludes a Producer from engaging a Story Consultant who is not a Guild member.
- A102 The terms of this Agreement are the result of negotiations between representatives of the Association and the Guild.
- A103 This Agreement shall be jointly administered by the Guild and the Association in all of its facets on a principle of equality between the Guild and the Association in all matters pertaining to the administration of the Agreement's provisions. Questions regarding interpretation or the meaning of the Articles in this Agreement may be directed to the offices of either the Association or the Guild. Neither of these parties may make an interpretation binding on the other without the written agreement of the other.
- A104 While the terms and conditions of this Agreement are in effect, any Producer who is not a party to this Agreement but who agrees to become a party to this Agreement shall sign a Voluntary Recognition Agreement acknowledging that the Guild is the exclusive bargaining agent of Writers, Story Editors or Story Consultants and signifying its acceptance of the terms and conditions contained herein (see Appendix B). The Voluntary Recognition Agreement shall constitute acceptance of and a binding obligation by the Producer to adhere to the terms and conditions of this Agreement and shall be executed and forwarded to the Guild by fax or delivery prior to contracting a Writer, or Story Editor or Story Consultant.
- A105 This Agreement shall apply to all Writers, Story Editors and Story Consultants contracted by any Producer who is a signatory to this Agreement. Nothing in this Agreement shall prevent a Producer from freely obtaining the services of a Writer, Story Editor or Story Consultant who may not be a member of the Guild providing that before signing a contract the Writer or Story Editor shall declare in writing to the Producer and the Guild that for reasons of conscience, s/he does not wish to become a member of the Guild, in which case, s/he will be treated as a non-member under the terms of this Agreement. The rates,

terms and conditions for such a Writer or Story Editor shall not be less than those provided in this Agreement.

A106 a) This Agreement shall not apply to a regular employee of the Producer whose duties include writing and who is regularly engaged in creative aspects of production and for whom deductions under Income Tax laws are duly made.

b) Notwithstanding (a), this Agreement shall apply to a regular employee:

- i) when writing a Feature Film Script which is subsequently produced. However, a staff writer employed by a Producer on a salaried basis shall be paid an annual remuneration at a rate not less than the rate in Article C101.

If as a result of such staff writer's writing services a Feature Film is produced, such Writer shall be contracted prior to the first day of principal photography under the terms and conditions of this Agreement. The remuneration to such a Writer for that film shall be at least the applicable Script Fee in this Agreement, less one year's remuneration in the year the film is produced, plus any Production Fee and Distribution Royalties that may become due;

- ii) when writing a Television Script or any instalment or Rewrites thereof, except for documentaries, narration, game shows, continuity, and corporate Scripts.

- iii) when engaged as a Story Editor or Story Consultant on a specific program or Series.

c) This Agreement shall not apply to a recognized specialist who is not a member who writes a non-dramatic Script, the contents of which relate to his/her own special field, except that this exclusion shall not apply to such a specialist after s/he has written three (3) such Scripts or to any Writer of a Feature Film.

d) For the term of this Agreement, this Agreement need not apply to Writers who are not members of the Guild engaged on Documentary programs or episodes. Notwithstanding the above, when members and non-members are

engaged on the same program or episode, the forms of credit and credit arbitration provisions in Article A9 shall apply to such individuals.

A107 A Writer or Story Editor who is not a member of the Guild, shall join the Guild on signing his or her first writing services contract under this Agreement, unless the Writer or Story Editor has filed a written declaration with the Guild and the Producer pursuant to Article A105.

A108 The terms of this Agreement are minimum terms. Nothing herein contained shall prevent any Writer, Story Editor or Story Consultant from negotiating and contracting with any Producer for better terms and conditions for the benefit of such Writer, Story Editor or Story Consultant than are here provided.

A109 Except by prior agreement with the Association, the Guild shall not enter into any agreement with any Producer in independent production at rates or terms more favourable to such Producer than those set forth in this Agreement and shall not permit Writers, Story Editors or Story Consultants to be engaged at rates less than those provided for herein or upon terms more favourable to such Producer than set forth herein. This Article shall not apply in relation to any agreement entered into by the Guild with any Producer in independent production in Quebec for production in that province. Any grievance arising out of this Article shall bypass Joint Standing Committee stage and be heard by an Arbitrator.

A110 There shall be no discrimination against any Writer, Story Editor or Story Consultant because of race, ancestry, place of origin, creed, religion, gender, age, record of offenses (other than offenses related to copyright infringement), marital status, family status, disability, sexual orientation or political affiliation.

A111 This Agreement shall become effective on July 1, 2019 and terminate on June 30, 2022. This Agreement shall be applicable to all Guild contracts executed after the effective date.

A112 Either party desiring to renegotiate this Agreement shall give notice to the other party in writing at least ninety (90) days prior to the termination date.

A113 During the period of renegotiation of this Agreement, the provisions of this Agreement shall remain in full force and effect.

A114 If any provision of this Agreement shall, during the term hereof, be held void or unenforceable, all other provisions hereof shall nevertheless continue in full force and effect.

A115 The terms of Article A1 shall be subject to and read together with the provisions of Appendix A (Negotiation Protocol).

A116 The Guild and the Association agree that both texts of the IPA in French and English are official. In the case of discrepancy, the English language text shall prevail.

ARTICLE A2 – DEFINITIONS

A201 ADR means, for the purposes of this Agreement, the dialogue written and recorded during post-production for use in the final audio mix.

A202 Assumption Agreement means that instrument which, when signed by the Guild, relieves the Producer of its obligations pursuant to this Agreement, when those obligations have been assumed by a third party (Appendices I and J).

A203 Bible means a written guide for a Series describing the central premise, story and characters, the setting, format, genre, style, themes and continuing elements. It may include detailed characterizations and describe the interplay among the principal and recurring characters. Character and story arcs, story line and dialogue examples and production requirements may also be included.

A204 Book/Libretto means a Script or story line written for a musical work or an opera.

A205 Budget (either Certified or Non-Certified) means the total final budget prior to principal photography of all services and expenses, including but not limited to all production and post-production fees, salaries, services and related expenses, other than that part of the Production Fee payable on the first day of principal photography (i.e. Script Fees are included in the Budget).

A206 Certified Budget means the Budget as approved in writing by the completion guarantor or confirmed either in writing by any government agency, or

through government documentation such as the CAVCO Part A or provincial advance ruling certificate (i.e. SODEC, etc.), whose financing requires review of a Budget. In the case of an Official Treaty Co-Production, the advance ruling from Telefilm Canada shall constitute the required government documentation. Written approval or confirmation shall be on completion guarantor or government agency letterhead substantially in the form of Appendix K and shall include production title, number of episodes, if applicable, and total budget amount (including all co-production amounts if applicable). Producer shall immediately provide the Guild with any revised approval or confirmation letters which are as a result of changes to the Budget.

A207 Compact Devices means copies of programs on tape, disc, cassette, laser disc, CD-ROM, DVD or any other similar format manufactured and intended primarily for private, in-home exhibition.

A208 Concept means the written presentation of an idea for a Series or single Television Production (other than for a Television Movie or Mini-Series) describing the central premise, characters, setting and format. It shall also include a working title and date of submission. Genre, style, general appeal, target audience, and central story idea may not be provided but in the case of a Series, sample story ideas shall not be required (see Bible). A Concept need not exceed 1250 words (five (5) pages double-spaced).

A209 Continuity means material written to link program elements which are not written by the Writer.

A210 Corporate Production means production not intended initially for television or theatrical distribution and includes sponsored, corporate, industrial and multi-media production. Corporate Production includes programs containing visual, audio tape, animation, graphics, photographs, print, interactive video disk, CD-ROM, slide tape, computers, chips and any other existing or new technologies.

A211 Daily Dramatic Serial means a dramatic serial produced for first run broadcast of five (5) episodes per week.

A212 Development Proposal means the written presentation of an idea for a Feature Film, Television Movie or Mini-Series consisting of the basic story elements and general descriptions of the principal characters. A Development Proposal

need not include a scene-by-scene breakdown (see Treatment or Outline) and need not exceed 2500 words (ten [10] pages double-spaced).

A213 Distribution Royalty means a payment for use which is based on the Distributors' Gross Revenue as provided in Articles A11 and C11.

A214 Distributors' Gross Revenue means the monies derived from distribution of the program as provided in Articles A11 and C11. (See Article C11 for the full definition.)

A215 Documentary means an information production not designed to be purely entertainment, and which may include drama or variety techniques in achieving its information goal.

A216 Documentary Final Narration means written material contracted under this Agreement and submitted in a mutually-agreed form consisting of a script written at the fine cut stage to be read by one or more narrators, for either voice over or on camera. It may include pre-recorded or improvised voice tracks.

A217 Documentary Initial Proposal or Outline means written material approximately eight (8) pages in length contracted under this Agreement and submitted in a mutually-agreed form which describes the intention of the Documentary, the style and general structure, potential interviews and locations.

A218 Documentary Rough Cut Narration means written material contracted under this Agreement and submitted in a mutually-agreed form which consists of a script written at the assembly stage or rough cut stage to be read by one or more narrators, for either voice over or on camera. It may include pre-recorded or improvised voice tracks.

A219 Documentary Script means all written material necessary for the production of a Documentary which may include:

- i) a Documentary Initial Proposal or Outline;
- ii) a Documentary Treatment or Shooting Script; and
- iii) a Final Script or Documentary Rough Cut Narration and a Documentary Final Narration.

- A220 Documentary Treatment or Shooting Script means written material contracted under this Agreement and submitted in a mutually-agreed form which sets out the various elements in the Documentary including but not limited to the subject, the story, the narration line, interviews, location shooting, re-enactment (including dialogue) and/or archival material. If a Documentary Treatment or Shooting Script is not requested prior to shooting, it may be written following shooting.
- A221 Draft Script means a complete draft of any Script in a mutually agreed form of a length to be specified by the Producer.
- A222 Excerpt means an extract or clip containing a character(s) recognizable from a previously produced program.
- A223 Feature Film means a film of sixty (60) minutes or more in length intended initially for theatrical distribution.
- A224 Feature Film Script (Screenplay) means a fully written work for a Feature Film in screen terms, embodying individual scenes, full dialogue and/or monologue, narration (if required) and any other description of details necessary to facilitate production.
- A225 Final Script means the final script of a program as produced and includes any changes made during production.
- A226 Free Television means the exhibition of a program on home type television receivers which exhibition gives rise to no specific charge either for the program or for the channel on which the program is received and the program does not originate on a cable facility.
- A227 Gross Fees means the fees, as contracted under any Article of this Agreement, exclusive only of money for expenses, such as per diem allowances or travel expenses.
- A228 Magazine Format Program means a program comprised of information segments, interviews, commentaries and/or panel discussions and integrated by an identifying device. Magazine Format Programs may have a unified theme and/or a host but individual segments stand alone.

Program Writer (Magazine Format) means a Writer who is engaged to work on a complete Magazine Format Program or Programs. In addition to providing written material for the Magazine Format Program, the Program Writer is responsible to the Producer for the finished Script.

Contributing Writer (Magazine Format) means a Writer contracted to write specific segments or specific units for a Magazine Format Program.

Continuity Writer (Magazine Format) means a Writer contracted to write material to link program elements not written by that Writer. Continuity writing on a half hour broadcast program shall not exceed five (5) minutes of on-screen time. In the case of continuity writing for Magazine series, the first Writer contracted to provide continuity services shall be given the right of first refusal to write continuity material for the entire series.

A229 Mini-Series means a single dramatic program of pre-determined length intended for broadcast in segments. A Mini-Series has a story line beginning in the first segment and concluding in the last.

A230 Multi-Linear Production means a program with branching narratives (i.e. “Choose-your-own-adventure”).

A231 Narration means material used (typically off-camera) to explain or relate sequences or action.

A232 Narration Script for a Documentary means a Script written at the assembly stage or later, to be read by one or more narrators, voice over or on camera, which may include pre-recorded improvised voice tracks.

A233 New Writer means a Writer who at the time of contracting with a Producer on a Series is not a member of the Guild or of any other affiliated Writers Guild and who has not previously received a screen credit as a contracted writer. Use of this provision is limited to one new Writer per cycle of a Series. A New Writer shall be contracted at 50% of the applicable Script Fee, with no reduction in Production Fee.

A234 Non-Certified Budget means the Budget of a production that has no completion guarantor or government agency involvement. This Budget must be accompanied by a letter signed by the Producer confirming that it is the final itemized Budget prior to principal photography.

A235 Non-Linear Production means without limitation, a videogame, web game, mobile application, augmented reality production, or virtual reality production.

A236 Non-Theatrical Distribution means, for the purposes of Article D302(a), that distribution of a production other than:

- i) distribution in cinemas or theatres where an admission is charged or money is collected; or
- ii) distribution by electronic means over distances or distribution by satellite (including Internet); or
- iii) any retail sale to the general public by cassettes, discs, tapes or any other compact device for home use.

A237 Option means a written agreement to acquire from a Writer specified rights in Script Material for a specific fee and providing a specified time for exercise of the Option.

A238 Other Production means sponsored, industrial and other short films including audio visual productions, not produced for television.

A239 Outline means the scene-by-scene development and structuring in a mutually agreed form of a story in screen terms to provide a synopsis or schematic of the Television Script to be written from it, in up to 5,000 words per half-hour of broadcast time. When no Story or Screen Story is contracted separately, the Story or Screen Story shall be deemed to be included in the Outline.

A240 Pilot means the sample episode for a proposed dramatic television Series which sets the initial premise, characters and format of the Series. It is acknowledged that not every television series has a Pilot.

A241 Polish means minor improvements of script details within the basic structure of the scenes as written, and shall not include changes in the structure, addition or deletion of characters, alterations of plot, or reworking of more than five percent (5%) of the dialogue.

A242 Producer means the individual, corporation, partnership, limited partnership or other person that controls, administers, or is responsible for a program (whether or not that Producer is or will be the copyright holder of the finished program).

A243 Production Fee means the fee provided in Article C10.

A244 Related Person means, in relation to the Producer and/or Distributor as the case may be: any individual, corporation, partnership, limited partnership, or other person which:

- i) legally controls the Producer,
- ii) is legally controlled by or affiliated with the Producer,

In this Agreement “legal control” in relation to a corporation means ownership by the applicable person of securities of the corporation to which are attached more than fifty percent (50%) of the votes that may be cast to elect the directors of the corporation.

For the purposes of this Agreement, the Producer shall be deemed to be affiliated with another legal entity if one of them is a legally-controlled subsidiary of the other or both are legally-controlled subsidiaries of the same legal entity or each of them is legally-controlled, directly or indirectly, by the same legal entity or person.

A245 Residual means a payment for use which is based on the Script Fee.

A246 Rewrite means writing which significantly changes the plot, story line, dialogue, and/or the characters in a Script

A247 Screen Story means written narrative material contracted under this Agreement for a Television Production, based on Source Material, consisting of the basic narrative, idea, or theme and indicating character development and action suitable for use in or representing a substantial contribution to a Final Script; provided, however, that the Writer shall not be obligated to (a) insert dialogue in a Screen Story (except to the extent necessary to show characterization), or (b) prepare the Screen Story in the form of an Outline. There is no differentiation between Story or Screen Story for compensation purposes. When no Story or Screen Story is contracted separately, the Story or Screen Story shall be deemed to be included in the Outline. In the case of

a Feature Film, the Story or Screen Story shall be deemed to be included in the Treatment.

A248 Script means a fully written work for a production in screen terms, embodying individual scenes, full dialogue and/or monologue, Narration (if required) and any other descriptions or details necessary to facilitate production. See also Feature Film Script (Screenplay) and Television Script (Teleplay).

A249 Script Fee means the negotiated fee as provided for Script Material.

A250 Script Material means any material covered by this Agreement and includes Book/Libretto, Continuity, Documentary Script, Draft Script, Narration, Narration Script, Outline, Polish, Rewrite, Screen Story, Script, Story, and Treatment for use in any form of production covered by this Agreement.

A251 Serial means a series of programs in which, generally, the same characters carry on a continuing narrative.

A252 Series means a series of episodes, each complete in itself held together by the same title or identifying device, common to all the programs in the series, or main characters common to many or all of the episodes.

A253 Source Material means any material which was not written specifically for a program or Feature Film but which becomes the basis for a Script or Screen Story.

A254 Story means written narrative material contracted under this Agreement for a Television Production, not based on Source Material, consisting of the basic narrative, idea, or theme and indicating character development and action suitable for use in or representing a substantial contribution to a Final Script; provided, however, that the Writer shall not be obligated to (a) insert dialogue in a Story (except to the extent necessary to show characterization), or (b) prepare the Story in the form of an Outline. There is no differentiation between Story and Screen Story for compensation purposes. When no Story or Screen Story is contracted separately, the Story or Screen Story shall be deemed to be included in the Outline. In the case of a Feature Film, the Story or Screen Story shall be deemed to be included in the Treatment.

A255 Story Consultant means a writer who is a Guild member whose duties include analysis, consultation, research and editorial advice regarding Script Material

for Feature Films, Television Movies and Mini-Series and who is engaged on the basis of his or her expertise in the area of writing. This shall not include individuals generally recognized as “technical consultants”, whose expertise as engaged is not in the area of writing.

A256 Story Editor means:

- a) a person, regardless of title or credit received, whose duties include writing Rewrites, Polishes and may also include script consultation for a Series or Serial; or
- b) a person participating in a group session on a Series or Serial whose duties include developing and/or breaking stories and/or consulting on Script Material, where a Bible and/or Pilot Script already exists and serves as the basis for the group session. Where such persons are only engaged to perform the work contemplated under this clause (b) such work shall not attract credit under Article A804.

This shall not include individuals generally recognized as “technical consultants”, whose expertise as engaged is not in the area of writing.

A257 Team means two (or more, with the consent of the Guild, which consent shall not be unreasonably withheld) Writers engaged by the Producer at the same time who have agreed to collaborate on a Script or Scripts. A Team will be deemed to be one Writer for the purposes of this Agreement. Payment will be split equally between or among the Writers of the Team.

A258 Television Movie means a dramatic television production of ninety (90) minutes or more in broadcast length intended initially for exhibition on Free or commercial Television, pay television, cable television, or distribution by videocassette, videodisc or any other form of home compact device, or via the internet.

A259 Television Production means a Series, Serial, drama, Documentary, drama-Documentary, dramatization, adaptation, panel/game/quiz show, Variety show, book show, or televised stage play intended initially for exhibition on Free or commercial Television, pay television, cable television, videocassette, videodisc or any other form of home compact device, or via the internet.

A260 Television Script (Teleplay) means a fully written work for a Television Production in screen terms, embodying individual scenes, full dialogue and/or

monologue, Narration (if required) and any other descriptions or details necessary to facilitate production.

A261 Treatment means the scene-by-scene development and structuring in a mutually agreed form of a story in screen terms to provide a synopsis or schematic of the Feature Film Script to be written from it, in 20,000 words or less. The Treatment shall be deemed to include a Story or Screen Story.

A262 Variety means a program that consists of songs, music, dances, sketches, vignettes, blackouts, and similar material, ordinarily as a mixture of some or all of such elements.

Variety (Type 1) means a program where 85% or more of the program time excluding commercial breaks is composed of variety writing.

Variety (Type 2) means a program where from 50% to 84% of the program time excluding commercial breaks is composed of variety writing.

Variety (Type 3) means a program where less than 50% of the program time excluding commercial breaks is composed of variety writing.

Head Writer (Variety) means a Show Writer who, in addition to supplying variety material, supervises all written material for a program, including re-writing of material as is necessary, and is responsible to the Producer for the finished Script.

Show Writer (Variety) means a person who is engaged to work on a specific number of complete programs, either one program or a Series.

Contributing Writer (Variety) means a person who is engaged to write specific segments or units for a Variety program such as comedy sketches, production numbers, vignettes, songs, blackouts, and similar material.

A263 Writer means a person who writes Script Material.

ARTICLE A3 – GENERAL PROVISIONS

- A301 An accredited representative of the Guild shall be admitted at any reasonable time to the place where the Writer's Script Material is in production.
- A302 The Producer agrees to notify a Writer, before the Writer is engaged on any assignment, of the names of all other Writers previously engaged by the Producer who have been assigned to work on the same material. The Producer shall also notify the Writers previously engaged on such material of the name(s) of any additional Writer(s) engaged.
- A303 a) Shopping – Prior to circulating unlicensed Script Material to persons other than those directly associated with the Producer, the Producer shall obtain the consent of the Writer.
- b) Disclosure – The Writer will advise the Producer of any persons to whom, to the best of the Writer's knowledge, the Script Material has been previously submitted.
- A304 At the completion of the fine cut, the Writer may request a screening, and if so requested, the Producer shall provide the Writer with a screening within twenty-one (21) days of the request.
- A305 Upon receiving a written request from the Writer(s), the Producer shall provide the Writer(s) with a copy of the completed program when available. The Writer agrees not to copy, duplicate, publicly exhibit or otherwise show or use the program commercially or for profit. The Writer further agrees to use such copy solely for his or her own personal purposes. In no event will such copy be posted on the Internet or transmitted electronically without the Producer's express written consent.
- A306 The Producer assumes the risk of the professional and artistic competence of the Writer, Story Editor or Story Consultant. The Writer, Story Editor or Story Consultant will act professionally at all times with respect to the meeting of deadlines and the presentation of contracted materials.
- A307 Attendance at Rehearsals – The Producer agrees that the Writer has the right to attend all the work sessions at which production personnel are present in the production of a Feature Film or program based on the Script s/he has written, provided that the Writer obtains permission from the Producer. Such

permission shall not be unreasonably withheld. The Writer agrees not to discuss the Script Material, rehearsal or production with anyone other than the Producer.

A308 Additional Rights on Feature Films, Television Movies and Mini-Series

The following shall apply to the currently-engaged Writer of Feature Films, Television Movies and Mini-Series:

- i) the Producer shall invite the director to meet with the Writer in person or by phone once the director is hired. Where practicable, the meeting shall occur prior to the commencement of pre-production;
- ii) the Producer shall advise the Writer of the time and place of the rough cut screening in order that the Writer may attend, or alternatively, the Producer may at its discretion, provide the Writer with a copy of the rough cut and the Writer shall be given the opportunity to provide notes to the Producer;
- iii) at the discretion of the Producer, the Writer may be invited to the cast read-through;
- iv) the Writer may be called upon to write the ADR for no additional payment; and
- v) the Writer shall be invited, at no cost to the Producer, to publicity events and cast and crew events under the direct control of the Producer in which the director participates.

ARTICLE A4 – NO STRIKE AND UNFAIR DECLARATION

A401 During the life of this Agreement, the Guild undertakes not to call or direct a work-stoppage against any Producer, except where the Producer has been declared unfair.

A402 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 A5 by a Joint Standing Committee or an Arbitrator, the Guild 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 the Guild not to work for such a Producer.

A403 Writers, Story Editors and Story Consultants shall not be required to work for a Producer or Related Person declared unfair by the Guild.

ARTICLE A5 – GRIEVANCE PROCEDURES AND RESOLUTION

A501 A party exercising its rights under the provisions of the Agreement does so without prejudice to its relations with the other parties.

A502 A Grievance is defined as a difference between the Guild and a Producer, or the Guild and the Association, 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 Writer, Story Editor or Story Consultant 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.

A503 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 Guild and the authorized representative of the Producer, without recourse to the formal Grievance Procedure.

A504 In recognition of the distinct nature of the writing craft, in the event that the complaint is not resolved in the manner described in Article A503 above, the grieving party may initiate a grievance within one hundred and twenty (120) days of the date on which the grieving party becomes, or ought reasonably to have become aware of the act or omission giving rise to the grievance.

A505 A grievance shall be considered initiated when the grieving party (the “Grievor”) sets forth in writing (the “Grievance”) the facts giving rise to the dispute, the relevant articles of the Agreement and the individual contract, and the remedy sought and delivers the Grievance to the other party to the Grievance (the “Respondent”) and to the Association. In all cases concerning a Writer, Story Editor or Story Consultant, the Guild will be the Grievor or the Respondent, as the case may be.

A506 A representative of the Guild, a representative of the Association, the Producer or its duly authorized representatives, and the Writer, Story Editor or Story Consultant if the Guild deems it necessary, shall meet within five (5) business days to attempt to settle the Grievance informally. The persons

present at the Grievance Meeting on behalf of the parties to the Grievance shall have the authority to settle the Grievance. Any written settlement, shall be signed by the representatives of the parties to the Grievance, each of whom shall receive a copy of the terms of the settlement. A copy shall be sent to the Association. Such settlement shall be binding on all parties to the Grievance.

A507 Those present at the Grievance Meeting shall adduce all relevant facts, documents and evidence available at the time of the grievance meeting in order that the parties may have the clearest understanding of the issues. At the meeting there shall be a full and frank discussion of those issues, in order to achieve a fair and workable settlement.

A508 In the event that attempts to settle the matter have not resulted in a satisfactory settlement of the Grievance, the Association shall notify the Guild ten (10) business days prior to a Joint Standing Committee or fifteen (15) business days prior to an Arbitration of its intention to further participate in the Grievance and Arbitration process. On providing such notice, the Association shall be considered a party. The Association participation shall be limited to matters of industry-wide significance and/or the interpretation of this Agreement except in circumstances where the Association is the initiating party or Respondent.

A509 Within twenty (20) business days of the Grievance meeting, the referring party may give written notice to the other parties attending the Grievance Meeting and to the Association to refer 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.

A510 The Joint Standing Committee shall convene, at a time and place to be agreed by the Guild and the Association, within three (3) weeks of receipt of the notice described in Article A509, or at such time as otherwise agreed between the parties.

A511 The Joint Standing Committee shall be a panel of an equal number of representatives of the Association and the Guild consisting of four (4) or six (6) representatives in total (excluding Guild's and Association's staff).

A512 The Association's representatives shall be directors, officers or permanent employees of Producers who are adhered to the Agreement at the time of the meeting of the Joint Standing Committee, or persons who are themselves signatory to the Agreement. No one appointed to the Joint Standing Committee shall have been involved in the Grievance prior to appointment to the Joint Standing Committee. The Association shall advise the Guild as to the number of representatives to be appointed to represent the Association.

A513 At least three (3) business days prior to the Joint Standing Committee hearing, or in the case of a grievance referred directly to Arbitration, fifteen (15) business days prior to the first scheduled day of the hearing, the parties to the Grievance shall inform the Guild and the Association of their representatives, and any witnesses they intend to call, and provide a copy of all documents, including all correspondence, to which they intend to refer during the course of the meeting, as well as a summary:

- i) identifying the issues in the grievance
- ii) outlining the relevant facts of the grievance
- iii) setting out a succinct statement of the submissions that each party intends to make the Joint Standing or Arbitration; and
- iv) identifying the remedy sought.

Notwithstanding the foregoing, the Joint Standing Committee, Arbitrator or Board of Arbitration may accept any documents or evidence that it considers necessary to reach a fair conclusion.

A514 The Joint Standing Committee members shall appoint a chair-person 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) neither party shall be surprised by evidence or facts adduced before the Joint Standing Committee; and
- iii) the Joint Standing Committee may recognize common industry practice where reasonable to do so under the circumstances.

A515 The hearing portion of the Joint Standing Committee meeting shall be scheduled for no more than a total of four hours, and will proceed as follows:

- i) the Grievor shall have up to fifty (50) minutes to make oral representations, which shall be consistent with the material filed;

- ii) the Respondent shall have up to fifty (50) minutes to make oral representations including response to the Grievor's submissions, which representations shall be consistent with the material filed;
- iii) the Association acting as Intervenor shall have up to fifty (50) minutes to make oral representations including response to the submissions, which representations shall be consistent with the material filed;
- iv) the Grievor shall have up to twenty (20) minutes to respond to the Respondent's submissions;
- v) the Joint Standing Committee shall have up to sixty (60) minutes to ask questions and clarify issues raised by the material and oral submissions.

Any time limitations prescribed herein may be extended by the Joint Standing Committee.

A516 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.

A517 The Joint Standing Committee shall not have the authority to amend or modify, add to or delete any provision of this Agreement.

A518 All decisions of the Joint Standing Committee shall be in writing and shall be signed by all members of the Joint Standing Committee before being issued. When a decision has been reached, it shall be issued in writing before the Joint Standing Committee meeting has concluded, and copied forthwith to the parties to the Grievance and to the Association. If the members of the Committee have not yet concluded their deliberations, they may reconvene and issue a decision in writing to all parties named above no later than three (3) business days after the Joint Standing Committee meeting has concluded.

A519 A majority decision of the Joint Standing Committee shall be final and binding on all parties to the Grievance. If the Joint Standing Committee fails to reach a majority decision, either party to the Grievance may, within two (2) weeks of the date of the hearing, refer the matter to arbitration by giving notice to the other party to the Grievance, and to the Association.

A520 Arbitration

Within two (2) weeks of the notice of the intent to refer described in Article A509 or A519, a time and place for arbitration shall be agreed, taking into account the availability of the Arbitrator.

A521 The parties to the Agreement agree that, except in exceptional cases agreed by the Guild and the Association, all arbitrable matters shall be heard by a single arbitrator. The selection of the single arbitrator shall be the subject of mutual agreement of the parties. Reference shall first be made to the list of arbitrators set out in section 9.1 of the Negotiation Protocol (Appendix A). In the event of a failure to agree upon a single arbitrator, the Minister of Labour of the appropriate province or territory, or such other authority as designated by law, if any, will be asked to appoint an arbitrator.

In exceptional cases, subject to agreement of the Guild and the Association, an arbitrable matter may be heard by a Board of Arbitration. The Board of Arbitration will be composed of one person, appointed by the Guild; and one person appointed by the Association; and a third person to act as chair chosen by the other two members of the Board. Each party will notify the other in writing of the name of its appointee within five (5) business days of the request by either party for a Board.

Should the person chosen by the Guild and the person chosen by the Association fail to agree on a third person within ten (10) days of the notification mentioned above, the Minister of Labour of the appropriate province or territory, or such other authority as designated by law, if any, will be asked to appoint a person to act as chair.

Nothing herein shall prevent the parties to the grievance from mutually agreeing upon the appointment of an individual who is not listed in Appendix A to act as the Arbitrator.

A522 The Arbitrator or Board of Arbitration shall have all remedial powers vested in arbitrators under the labour relations legislation in the applicable province or territory. The Arbitrator has no jurisdiction to award punitive damages.

A523 The Arbitrator or Board of Arbitration shall not have the power or authority to set aside, amend, modify, delete or add to any provision of this Agreement.

A524 The costs and expenses of the Arbitrator or Board of Arbitration shall be shared equally by the Guild, the Producer and/or the Association, when participating.

A525 The decision of the Arbitrator or Board of Arbitration shall be issued in writing to the parties to the dispute, and the Association, and shall be final and binding on the parties.

A526 Any time limitations prescribed herein may be extended by mutual agreement of the parties to the Grievance, the Guild and the Association.

A527 Notices required to be given or sent pursuant to this Agreement shall be mailed, postage pre-paid, delivered personally or by courier, or sent by telefax, or other means of near instantaneous communication (including electronic mail) addressed as follows:

To the Guild:

Writers Guild of Canada
366 Adelaide St. W., Suite 401
Toronto, Ontario M5V 1R9
FAX: (416) 979-9273
Attention: Director of Industrial Relations

To the Association:

Canadian Media Producers Association
1 Toronto Street
Suite 702
Toronto, Ontario M5C 2V6
FAX: (416) 304-0499
Attention: Vice-President, National Industrial Relations and Senior Counsel

ARTICLE A6 – SPECULATIVE WRITING, SAMPLE PAGES AND UNSOLICITED SCRIPTS

A601 There shall be no speculative writing and therefore no Producer may require a Writer to submit Script Material without a written contract.

A602 The Producer and the Guild recognize that there may be an area where the proper and constructive exchange of ideas and criticism between a Writer and a Producer may be claimed by the Guild to be speculative writing. Whenever the Guild feels that speculative writing has occurred, the case will be referred to the grievance procedure and the Producer's intent as determined by the facts shall be an important factor in the consideration. In this connection, nothing in this Article shall limit the submission of original stories or prevent the

Producer from discussing with any Writer any ideas suggested by such Writer, or discussing with any Writer any ideas or any material suggested by the Producer in order to determine the Writer's thoughts and reactions with respect to any such idea or other material to determine the Writer's suitability for an assignment, provided, however, that any such discussion relating to an assignment shall be subject to the provisions of Article A603.

A603 A Writer's initial interview with the Producer concerning engagement in connection with an assignment may only be with:

- i) a person authorized to make a commitment to the Writer; or
- ii) a person designated by the Producer to interview Writers with regard to the particular project under consideration.

Unless a commitment was made by the Producer in such initial interview, a second interview by the Writer with the Producer concerning the same assignment may only be with a person authorized to make a commitment to the Writer. In no event may a third interview between the Writer and Producer take place concerning such assignment, nor may the Producer request the Writer to render any writing services, unless a firm agreement has been arrived at between the Writer and Producer as to terms and conditions of engagement prior to the third meeting or the request to render writing services. As used in this Article, the term "a person authorized to make a commitment to the Writer", shall mean a person who is empowered to make, subject to the negotiation of mutually acceptable terms and conditions, the final creative decision to engage a Writer for an assignment.

A604 When a Producer is considering engaging a Writer in the category of drama or Documentary and the Writer has no credits or written sample of his/her work for the appropriate category, the Producer may request the Writer to write sample pages which shall not be directly related to the prospective engagement provided that:

- i) the sample pages will be a maximum of ten standard form pages; and
- ii) all rights remain with the Writer.

A605 Subject to Article A602, should a Producer wish revisions to an unsolicited Script, a contract for the Script must be entered into with the Writer before a contract for revisions is negotiated.

ARTICLE A7 – COPYRIGHT AND CONTRACTS: WARRANTIES, INDEMNITIES AND RIGHTS

- A701 All rights negotiated under this Agreement or in any individual contract between a Writer and a Producer shall be in the form of a license from the Writer to the Producer for a specific use during a specified term of whatever right is in question. The Writer's copyright shall not be assigned. The copyright herein referred to is the copyright in the Writer's Script Material, which is separate and distinct from the copyright in the Feature Film or program.
- A702 Whenever the Producer contracts a Writer, Story Editor or Story Consultant, a fee for the work contracted shall be negotiated and a contract signed before the Writer, Story Editor or Story Consultant begins work.
- A703 No purely oral agreement shall be binding, nor shall it constitute grounds for an investigation of a complaint by either of the parties concerned. Every contract shall be signed before the work begins on a contracted Script, and before any requested revision is begun or before production begins, whichever is sooner, in the case of an unsolicited Script.
- A704 A contract with a Writer or Story Editor shall be in the form of Appendix C or D. All additional terms must be added as a rider to the form.
- A705 All the terms of this Agreement shall be deemed to be included in each individual contract between a Producer and a Writer, Story Editor or Story Consultant, except where specific terms more beneficial to the Writer, Story Editor or Story Consultant are included in the individual contract in place of the relevant minimum terms in this Agreement. If any provision of an individual contract conflict with the minimum terms and conditions of this Agreement, then this Agreement shall prevail, and in such event the conflicting provisions of the individual contract shall be deemed to be modified to the extent necessary to cause it to conform to the terms and conditions of this Agreement and, as modified, the individual contract shall continue in full force and effect.
- A706 When two or more Writers are involved in the writing of a Script, each Writer shall have an individual contract with the Producer, except in the case of a Team, in which case there may be one contract.

A707 A copy of every contract between a Writer, Story Editor or Story Consultant and any Producer adhering to this Agreement shall be deposited with the Guild and the Association by the Producer within seven (7) days of the signing of the contract.

Copies of contracts provided to the Guild and the Association are to be strictly confidential between the Producer, the Writer, Story Editor or Story Consultant, the Guild and the Association. The information contained in these contracts is not to be released by the officers of the Guild or the Association to any other persons.

In those instances where a contract has not yet been signed, a Notice of Engagement form as in Appendix E shall be filed with the Guild.

A708 a) Nothing in this Agreement or any individual contract to which this Agreement applies shall diminish any otherwise-existing right of the Writer to collect any of the so-called “author’s share” of Secondary Use Payments in connection with any production based on Script Material.

b) Nothing in this Agreement or any individual contract to which this Agreement applies shall diminish any otherwise-existing right of the Producer to collect any of the so-called “producer’s share” of Secondary Use Payments in connection with any production based on Script Material.

c) In this Section A708, “Secondary Use Payments” means the net amounts collected and then distributed by collective societies” (e.g. SACD, AGICOA) in respect of

i) the retransmission outside North America, and/or

ii) the performance, communication to the public (including broadcasting worldwide but excluding retransmission in North America), private copying, rental and lending anywhere in the world,

of productions based on Script Material. Secondary Use Payments shall not be included in Distributors’ Gross Revenue.

d) All net amounts collected and then distributed by collective societies in respect of the retransmission in Canada of productions based on Script Material are excluded from Distributors’ Gross Revenue in accordance

with any agreement reached between the CSCS and the CRC, the CBRA and the CRRRA regarding such retransmission.

All net amounts collected and then distributed by collective societies in respect of the retransmission in North America (excluding Canada) of productions based on Script Material are deemed receivable by the Producer, the Head Distributor and/or sub-distributors and shall be included in Distributors' Gross Revenue until such time as a decision of a court or tribunal of competent jurisdiction is rendered.

- e) Nothing in this Agreement shall preclude the Guild or the Association from commencing or participating in proceedings before any court or tribunal and/or lobbying for legislative changes regarding retransmission payments in North America or Secondary Use Payments.

A709 Warranties and Indemnities

Every individual contract between a Writer or Story Editor and a Producer shall be deemed to contain the following Warranties and Indemnities:

- a) The Writer or Story Editor warrants that, to the best of his/her knowledge, information and belief the Script Materials to be provided by him/her hereunder:
 - i) are original to the Writer or Story Editor;
 - ii) do not infringe the copyright of any person;
 - iii) do not defame any person; and
 - iv) do not invade the right to privacy of any person.

The foregoing warranty does not apply to material included in the Script Materials supplied to the Writer or Story Editor by the Producer, or in respect to any claim or action that arises from any change made in the Script Materials delivered by the Writer or Story Editor to the Producer after such delivery.

- b) The Producer warrants that, to the best of the Producer's knowledge, information and belief, any material supplied to the Writer by the Producer for the Writer or Story Editor to incorporate in the Script Materials to be provided by the Writer or Story Editor hereunder:
 - i) do not infringe the copyright of any person;
 - ii) do not defame any person; and
 - iii) do not invade the right to privacy of any person;

- and covenants that no Script Material supplied by the Writer or Story Editor to the Producer shall be used by, or with the approval of, the Producer in such a manner as to defame any person or to invade the right to privacy of any person or to violate the provisions of the Criminal Code of Canada in with respect to child pornography, or obscenity or any like offenses.
- c) The Writer or Story Editor indemnifies the Producer against all damages and costs (including reasonable legal fees) resulting from any breach of the Writer's or Story Editor's warranty, as evidenced by a final decision of a tribunal or a court of competent jurisdiction, or any settlement to which the Writer or Story Editor has consented in writing.
 - d) The Producer indemnifies the Writer or Story Editor, his/her heirs, administrators, executors and successors against all damages and costs (including reasonable legal fees) in with respect to any claim, action or proceeding to which the Writer or Story Editor is made a party by reason of having created or supplied Script Materials under the individual contract between the Writer or Story Editor and the Producer, including, but not limited to, any claim arising out of any breach of the Producer's warranty and covenant as set out in Article A709(b) above, as evidenced by a final decision of a tribunal or a court of competent jurisdiction, or any settlement to which the Producer has consented in writing. This indemnity shall not apply to any action or proceeding arising out of a breach of the Writer's or Story Editor's warranty as set out in Article A709(a) above.
 - e) Either party upon receipt of notice of any claim as a result of which the other party's indemnity might be invoked, shall promptly notify the other of such claim giving the other party full details thereof including copies of all documents received in connection therewith. The existence of any such claim shall not relieve the Producer of the obligation to pay the Writer or Story Editor any monies due the Writer pursuant to the individual contract between the Writer or Story Editor and the Producer.
 - f) Neither party shall be deemed to have waived their respective rights to defend themselves against any claim by the other for costs or damages arising out of a settlement not consented to in writing by the indemnifying party.

A710 Reversion of Rights

- a) In the event that at any time prior to the start of principal photography of a Feature Film or program based on Script Material, the Producer becomes bankrupt, insolvent or is wound up, or has a receiver appointed by the Court, all rights in such Script Material shall automatically revert to the Writer.
- b) In the event that at any time subsequent to the start of principal photography of a Feature Film or program based on Script Material, the Producer is declared bankrupt, insolvent or is wound up, the Producer's successor in title (including a Trustee in Bankruptcy or receiver/manager) shall be bound by the terms of this Agreement, including the obligation to make all payments due to Writers.

A711 In the event that principal photography of a Feature Film or program based on Script Material has not commenced within seven (7) years from date of signing of the contract with the Writer, all rights in such Script Material shall automatically revert to the Writer unless otherwise provided in the individual contract. If an Assumption Agreement in the form set out in Appendix J has been entered into and consented to by the Guild, the party assuming the rights and obligations shall be bound by the original seven (7) year period, or the provisions of the individual contract.

A712 Should the rights in Script Material revert, all rights in additionally contracted Rewrites based on such Script Material shall simultaneously revert back to the contracted Writer(s).

A713 Notice of Bankruptcy, Insolvency or Winding up of Producer

In the event, the Producer becomes bankrupt, insolvent, or is wound up, or has knowledge that a Receiver, Trustee in Bankruptcy or Interim Receiver may be appointed to take over administration of the Producer's assets, the Producer shall notify the Guild immediately in writing of such circumstances and/or appointment and shall provide all relevant particulars, including the names and contact information for such Receiver, Trustee in Bankruptcy or Interim Receiver.

A714 Acquisition of Further Rights

The Producer may acquire rights to Script Material in addition to those previously contracted under this Agreement upon terms and conditions to be mutually agreed between the Producer and the Writer, provided that:

- i) all such agreements for further rights shall be by written consent;
- ii) when such rights are governed by this Agreement, the terms and conditions shall be not less than those stipulated in this Agreement; and
- iii) when such rights are not governed by this Agreement, the fee negotiated shall be in addition to the fees paid for the rights governed by this Agreement, and the contract shall clearly set out that such rights are in addition to the rights governed by this Agreement.

A715 Rights Licensed

On payment of the Script Fees as provided herein, the Producer shall acquire, subject to Articles A710 to A712, an exclusive license to produce a single production made from the Script.

A716 On the payment of the Production Fee stipulated in C10 and subject to payment of continuing Distribution Royalties as required by C11 or other payments as set out in C513 or C9 the Producer shall acquire the exclusive license for unlimited world distribution of a Feature Film, and unlimited world distribution, except theatrical distribution of a Television Production.

ARTICLE A8 – STORY EDITORS AND STORY CONSULTANTS

A801 When the duties of individuals include the functions of a Story Editor or Story Consultant, they will be contracted separately as Story Editors or Story Consultants under this Agreement.

A802 Story Editors or Story Consultants shall be contracted on an episodic, daily, weekly or monthly basis.

A803 Story Editors' or Story Consultants' fees shall not be deductible from the Production Fee or Distribution Royalties.

A804 Except as specified in Article A256 (b), Story Editors or Story Consultants shall receive on-screen credit, the nature and location of which will be set out in the Story Editors' or Story Consultants' contracts.

A805 A Story Editor shall not be eligible for a writing credit or any portion of the Script Fees, Production Fee or Distribution Royalties for any Rewrite.

A806 A Story Editor who writes a Story or Screen Story, or complete Script under Articles C402, C403, C501, C601, C602, C603, C606 or C701 shall be separately contracted as a Writer for such Script Material and shall be eligible for a writing credit and that portion of the Production Fee and Distribution Royalties set out in Article A1109(a) for any such Story or Screen Story, or complete Script.

A807 A Story Consultant who writes, re-writes or polishes any Script Material shall be separately contracted as a Writer for such services and shall be eligible for a writing credit and that portion of the Production Fee and Distribution Royalties set out in Article A1109(a) for the above work.

A808 For the purposes of this Article only, when a Story Editor is contracted in additional capacities, the Producer shall allocate a representative portion of that individual's fees as Story Editor Gross Fees.

ARTICLE A9 – CREDITS

OBLIGATION TO GIVE CREDIT

A901 In each contract with a Writer for a Feature Film or Television Production, the Producer shall provide credits to be given a Writer, Story Editor or Story Consultant in accordance with the terms of this Article. In the absence of such a provision, the terms of this Article shall be deemed to be incorporated into such a contract.

In any case in which a director or a Producer or an Executive Producer who is not the sole Writer claims or is accorded a writing credit, the Producer shall automatically notify the Guild and an arbitration shall follow under the rules of Articles A927 to A940.

A902 Specific times shall be reserved in each production for credits to Writers, Story Editors or Story Consultants. Such credits shall appear in the following manner:

- i) In the case of Feature Films and Television Productions, Writers' credits shall be governed by the provisions of this Article.

- ii) In all other cases, credits shall be governed by the terms of the contract between the Writer or Story Editor or Story Consultant and the Producer.
- iii) In the case of programs under fifteen (15) minutes in length initially intended for distribution on the internet, the Producer may request that the Writer's credit appear in a form other than that provided for under Article A9, but at a minimum, the Writer's credit shall appear on the same platform and in the same manner where the producer and/or director are credited. The approval of the Guild shall not be unreasonably withheld.

FORMS OF CREDIT

A903 In the case of Feature Films, subject to Articles A905 and A906, the only writing credits permitted shall be as follows:

- a) Where a Writer has written both the Story or Screen Story and the Script for a production, the Writer shall be entitled to the screen credit "By....." where such screen credit immediately follows the main title credit or "WRITTEN BY....." where the screen credit appears elsewhere in the production.
- b) Where a Writer has made a substantial written contribution to the writing of the Script, the Writer shall be entitled to the screen credit "SCREENPLAY BY...".

A904 In the case of Television Productions, subject to Articles A905 and A906, the only writing credits permitted shall be as follows:

- a) Where a Writer has written both the Story or Screen Story and the Script for a program, the Writer shall be entitled to the credit "BY..." where such credit immediately follows the main title credit, or "WRITTEN BY..." where the credit appears elsewhere in the program.
- b) Where a Writer has made a substantial written contribution to the writing of a Script, the Writer shall be entitled to the screen credit "TELEPLAY BY...".

- c) Where a Writer has written a Documentary, the Writer shall be entitled to the screen credit "WRITTEN BY...".
- d) Where a Program Writer has written a Magazine Format Program, the Writer shall be entitled to the credit "BY..." where such credit immediately follows the main title credit, or "WRITTEN BY..." where the credit appears elsewhere in the program.
- e) Where a Show Writer has written a Variety program, the Writer shall be entitled to the credit "BY..." where such credit immediately follows the main title credit, or "WRITTEN BY..." where the credit appears elsewhere in the program.
- f) Where a Contributing Writer has written a Variety or Magazine Format Program, the Writer shall be entitled to the credit "CONTRIBUTING WRITER...".
- g) Continuity Writers shall be entitled to the credit "CONTINUITY WRITER...".

A905 The only other writing credits permitted (hereinafter referred to as subsidiary writing credits) shall be as follows:

- a) Where a Writer contributes to a Script by providing either the Story or the Screen Story or the Treatment or the Outline upon which the Script is substantially based, the Writer shall be entitled to the screen credit "STORY BY..." or "SCREEN STORY BY..." as the case may be.
- b) Where a substantial contribution to a program is in the form of Narration, screen credit shall be given in the form of "NARRATION WRITTEN BY...".

A906 Where the major writing contribution to a film is in the form of Narration, credit shall be subject to all the terms and conditions contained herein relating to writing credit.

A907 Where a Writer has written a Documentary Script, the credit will be "DOCUMENTARY SCRIPT BY...". Where a Writer has written a Narration Script, the credit will be "NARRATION WRITTEN BY...". Alternatively, if all credited writers agree, the combined credit may be "WRITTEN BY....and....". If

a Writer or Writers has written both the Documentary Script and the Narration Script, the credit may be “WRITTEN BY...”.

A908 Credited Writers of Excerpts shall be listed under the credit “EXCERPTS WRITTEN BY...”.

A909 Where a Writer has written an adaptation from another language the Writer shall be entitled to the credit “ADAPTED BY...” as a minimum credit.

A910 No other form of writing credit or subsidiary writing credits shall be permitted and no other form of credit or acknowledgment shall be accorded to a Writer without the prior approval of the Guild. The approval of the Guild shall not be unreasonably withheld.

A911 Where a credited Writer is also a director or producer of a program, s/he may receive the following presentation credit “A FILM BY...”.

LIMITATION OF NUMBER OF WRITERS

A912 The number of Writers who may share credit for a Script in accordance with Articles A903 and A904(a), (b) and (c) hereof shall not exceed three.

A913 The aggregate number of Writers accorded subsidiary writing credits shall not exceed four.

A914 In exceptional cases the number permitted in Articles A912 and A913 may be increased with the consent of the Guild which consent will not be unreasonably withheld.

A915 When the names of more than one individual appear in the credits or subsidiary writing credits for a production, the names of the members of a Team shall be separated by an ampersand (“&”). All other Writers’ names shall be separated by the word “and”.

When Writers’ names are separated by the word “and”, the names of the Writers shall appear in the order in which they were engaged on the production.

POSITION AND SIZE OF CREDITS

A916 The name of a Writer accorded a writing credit shall appear in lettering the height and width of which is no smaller than that used for the name of the Producer or director of the program, whichever is the larger, and on the program the writing credit shall appear for the same duration as that of the credit accorded to such Producer or director.

A917 The writing credit and the subsidiary writing credit may appear on the program on the same title card. The name or names of the writers referred to in the subsidiary writing credit shall not, however, appear in lettering the height or width of which is greater than fifty percent (50%) of that used for the name or names of the writer or writers accorded writing credit.

A918 Subject to the provisions of Articles A903 and A904, the Writer's credit shall appear next to the director's credit unless an individual producer's credit appears between them. Only one Producer title card may appear between the Writer's and director's credit. For the purposes of this Article, individual producer(s) shall mean individuals as accorded the credits "Producer" or "Executive Producer" only.

Examples of acceptable credit sequences are:

(in head credits)

(any other credit), Writer, Director

Producer, Writer, Director

Writer, Producer, Director

(in tail credits)

Director, Writer, (any other credit)

Director, Writer, Producer

Director, Producer, Writer

When any credit is shared by sequential writers, the names of the writers shall appear in the order in which they were engaged.

A919 No other written material may appear on the card with the above mentioned writing credits and no other card may interrupt the credit order set out in Article A918.

CREDIT IN ADVERTISING AND PUBLICITY

A920 Subject to any waiver under Article A926, the Producer shall accord writing credits on:

- a) all paid advertising relating to the program where the director is accorded credit, issued by or under the direct control of the Producer, and the size of the credit shall be the same as that of the director.
- b) all handouts, fact sheets, information folders and invitations relating to the program where the director is accorded credit, issued by or under the direct control of the Producer, and the size of the credits shall be the same as that of the director.

The foregoing credit requirements shall be subject to customary industry exclusions such as materials related to awards, nominations and congratulatory ads.

Equal prominence shall be given to all credited writers in advertising and publicity.

DUTY OF PRODUCER TO NOTIFY

A921 No later than fifteen (15) days prior to the first scheduled day of principal photography or, in the case of a Television Documentary, no later than the date of recording of final narration, or the date of the fine cut if there is no narration recording, the Producer shall send to the Guild and to every person who has been engaged by the Producer (or, with the knowledge of the Producer, to any predecessor of the Producer) to make a written contribution to the Script, a draft of the intended writing and subsidiary writing credits worded in accordance with the provisions of Article A903 to A911 and in the form of the Notice of Intended Writing Credits as in Appendix F. Such notice will indicate the order in which the Producer proposes to announce the names of the Writers, if more than one, accorded credit, and the placement of the writing and subsidiary writing credits in the credit sequence in accordance with Article A918. If the production company proposes a Writer who is also a director or Producer or Executive Producer, the notice shall so indicate.

In the case of television Series, the Producer may have the notice of intended credits, described above, delivered by hand not later than seven (7) days prior to the first scheduled day of principal photography.

The Producer shall send to the Guild and to every Story Editor or Story Consultant who has been engaged to provide Story Editor or Story Consultant services on any production the Notice of Intended Writing Credits form in Appendix F indicating intended on-screen Story Editor credit(s) or Story Consultant credit(s) as negotiated per Article A804, and showing the placement and order in which the Producer proposes to announce the names of the Story Editors or Story Consultants. The Producer must file this notice for all productions prior to their wrap date.

- A922 If any subsequent alteration to the intended writing or subsidiary writing credit is intended, the Producer shall notify the Guild and all Writers involved of its intended alteration, but in any case the Producer shall notify any Writer who has been engaged subsequent to the first day of production as to his/her proposed final credit. This notification should be not later than fourteen (14) days after the completion of filming or taping of the program.
- A923 All notifications referred to in Article A9 shall be sent by hand, e-mail or facsimile and shall be delivered to the last known address, e-mail address or fax number of each Writer, Story Editor or Story Consultant or his agent or to any other address which the Writer, Story Editor or Story Consultant notifies to the Producer before the dispatch of such Notice.
- A924 Upon the Guild's request, the Producer shall provide a copy of the shooting script, or, at the Producer's discretion, reasonable access to the shooting script, to any Writer, Story Editor or Story Consultant receiving the Notice of Intended Writing Credits.
- A925 Subject to the provisions of Article A922 and A926, if, within fourteen (14) days of the date of dispatch of the Notice of Intended Writing Credits (seven [7] days in the case of a Series), no objection is received by the Producer and the Guild from any Writer to whom such draft has been sent, the wording of the writing and subsidiary writing credits set out in the Notice of Intended Writing Credits shall become final and binding on all parties.

RIGHT OF WRITER, STORY EDITOR OR STORY CONSULTANT TO FORGO CREDIT

A926 Every person who has been engaged by the Producer to make a written contribution to a Script shall be entitled to use a reasonable pseudonym in place of their name in any credit to which s/he may be entitled hereunder. A Writer who declines a credit shall, nevertheless, retain his/her rights to participate in the Royalty/Residual fees that may be due on the exploitation of the program. Where a Writer, Story Editor or Story Consultant declines a credit, the Writer, Story Editor or Story Consultant shall inform the Producer and the Guild of a pen-name to be substituted for his/her own name on the program credits. None of the Writer's, Story Editor's or Story Consultant's rights including but not limited to compensation of any kind shall be affected by the use of a pseudonym.

RULES OF CREDIT ARBITRATION

A927 If, within the period provided for in Article A925, a written objection is received by the Producer and the Guild from any Writer to whom such a draft has been sent, such objection shall (subject to Article A941) be dealt with as follows:

A928 The Guild shall forward notice of the objection to the Association, when the Producer is a member of the Association. Thereafter, the Guild shall copy the Association on all communications to the Association's member in respect of the credit arbitration.

A929 The Guild shall forthwith appoint three Arbitrators who have relevant writing experience in the film and television industry to adjudicate on the objection in accordance with the Guild's established guidelines for credit arbitration, a copy of which shall be furnished to the Association. Arbitrators appointed under this provision are not "arbitrators" within the meaning of any labour relations legislation.

A930 Within seven (7) days of the objection being received by the Producer, the Producer shall deliver to the Guild one (1) legible copy of all Script Material as available relating to the program which it may have in its possession and shall notify the Guild of any such material which has previously been submitted to the Producer of which the Producer does not have a copy. The Guild shall make best efforts to obtain such material and will submit such

material to the Producer to verify that the Producer actually received such material.

Where the production is based on Source Material, the Producer shall also deliver one (1) copy of the Source Material to the Guild.

A931 The Guild shall prepare a list of all materials received and shall forward in the next business day the list to the Producer and all participating writers to sign as confirmation that all Script Material and/or Source Material has been included. If any writer indicates that additional Script Material and/or Source Material is missing, the Guild shall make best efforts to obtain such material and will submit such material to the Producer to verify that the Producer actually received such material. Only Script Material or Source Material submitted to the Producer shall be submitted to the Arbitrators.

For the purposes of credit arbitration, a “participating writer” shall be any person:

engaged by the Producer (or predecessor of the Producer) to provide Script Material; or

- a) who has had Script Material acquired or purchased by the Producer (or predecessor of the Producer); or
- b) whose Script Material has been provided by the Producer (or predecessor of the Producer) to subsequent Writers engaged on the same program; or
- c) whose Script Material can be seen to be reasonably connected to the program

and whose Script Material becomes subject to the credit arbitration process.

If there is any uncertainty or dispute as to whether an individual fits the criteria for “participating writer”, the Guild’s Credit Committee will be consulted for a ruling which shall be final and binding on the parties.

A932 The credit arbitration shall commence when the Guild receives the signed confirmation referenced in Article A931 from the Producer and all participating writers. In the absence of signed confirmation from any party, that party (the non-respondent) shall be deemed to have confirmed the list of materials forty-eight (48) hours after receipt of such list of materials.

A933 If there is uncertainty or dispute as to whether the material is Script Material, Source Material or whether or not the material was submitted to the Producer,

the Guild's Credit Committee shall determine whether or not the material shall be submitted to the Arbitrators. The ruling of the Credit Committee shall be final and binding on the parties.

A934 The Producer shall, if requested by the Arbitrators, co-operate with the Arbitrators to arrive at a just determination by furnishing any available information required by the Arbitrators and shall provide them with a copy of the program if it is available at the time of arbitration.

A935 All representations made to the Arbitrators shall be in writing. Both the Producer and the Guild hereby recognize the need for arbitration to be conducted in such a way as to preserve at all times the anonymity of the Arbitrators.

A936 Within twenty-one (21) days, (thirty (30) days in the case of Feature Films, Television Movies, Mini-Series and Documentaries) of receipt by the Guild of signed confirmation from the Producer and all participating writers as per Article A931 above or deemed approval as per Article A932 of all material referred to in Article A930, the Arbitrators shall deliver their decision in writing to the Guild. The Guild shall immediately convey the decision in writing to the Producer.

A937 The decision of the Arbitrators, or the majority of them in the case of disagreement, shall be final and binding on all parties, provided always that if the Arbitrators fail to communicate their decision to the Guild within the period of twenty-one (21) days (thirty (30) days in the case of Feature Films, Television Movies, Mini-Series and Documentaries) the credits set out in the Notice referred to in Article A921 shall be final and binding on all parties.

A938 The program shall not be commercially exploited until the credit arbitration is complete. However, when the Producer has imminent delivery dates, the Guild will endeavor to expedite the arbitration.

A939 The decision of the Arbitrators may be published in such media as the Guild may determine.

A940 With respect to Article A9, the Writers, Guild (on its own behalf and on behalf of its members), Arbitrators and Credit Committee (the "Releasing Parties") release, hold harmless and forever discharge all of the other Releasing Parties from any and all actions, causes of action, claims and demands for damages

which may have been or thereafter may be sustained in connection with any proceeding before the Arbitrators and/or the Credit Committee, the decisions of the Arbitrators and/or the Credit Committee, and/or any publication of the findings and/or decisions of the Arbitrators and/or the Credit Committee. In addition, the Releasing Parties agree to not make any claim or take any proceeding against any third party to the credit arbitration who or which might claim contribution or indemnity from the other Releasing Parties. Nothing in this article shall be construed so as to restrict the parties' right to pursue a grievance in accordance with Article A5.

OTHER AGREEMENTS

A941 If the work of one or more of the persons who have contributed to the Script of the program is not subject to the terms of this Article A9, then in the event of Arbitration the Arbitrators may take into account the provisions of any agreements which the Guild may have with any foreign association of Writers for the determination of credit in such circumstances.

ALTERNATIVE PROCEDURE

A942 If an objection to proposed credits is received by the Producer within the fourteen (14) or seven (7) day period provided for in Article A925, as a preliminary alternative to arbitration in accordance with Articles A927 to A938, the Producer may dispatch a revised draft of proposed credits and if dispatched within seven (7) days of receipt of such objection, such revised draft shall be dealt with in accordance with Article A927 to A940 as though such revised draft were the original draft.

AGREEMENT BETWEEN WRITERS ON CREDITS

A943 When more than one Writer has contributed to the writing of a Script and all contributing Writers agree unanimously among themselves as to which of them shall receive credit and to the form of such credit, then provided that:

- a) the number of Writers receiving such credit does not exceed two (where two Writers have collaborated on a Script as a bona fide Team, the credit of these two Writers shall count as one credit);
- b) the form of such credit is in accordance with this Article;

- c) the Producer and the Guild are notified of the agreed form of such credit prior to final determination of the credits in accordance with the terms of this Article;

such credit shall be final and binding on all parties.

ASSIGNMENT OF RIGHTS

A944 In any contract with a third party into which the Producer enters which relates to dealing with any rights in the work of a Writer, the Producer shall obtain an undertaking that such third party will:

- a) in the case of an assignment of rights in such work for the purpose of the production of a program, assume and perform the obligations to the Writer of the Producer herein contained;

- b) in the case of a contract for the distribution or sale of any program in respect of which such Writer is entitled to credit hereunder, accord the Writer such credit on all copies of such program made or issued by such third party, and in all paid advertising (subject to the exclusion set out in Article A926) issued by or under the direct control of such third party, in which the name of the director of such film appears, and the size of the credit shall be the same as that of the director.

A945 The Producer shall be relieved of its obligations to accord Writer credit on all copies of the Production made or issued by a third party as referenced in Article A944(b) only if the Producer obtains a signed copy of the undertaking provided in Appendix Q and delivers it to the Writer.

Should the Producer fail to obtain such undertaking, the Producer shall remain responsible for all obligations for credit accorded to the Writer, and shall be liable for any breach of the contract with the Writer or this Agreement arising out of any breach of Article A9 credit provisions, including breaches by a third party with whom it has signed a contract for distribution or sale.

INADVERTENT BREACH OF ARTICLE A9

A946 No inadvertent breach of the terms of Article A9 shall be deemed a breach of Article A9 by the Producer, provided that the Producer will endeavor to

prevent any further breach after the receipt of written notice specifying details of the alleged breach.

A947 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 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 Writer 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, the Association, where relevant, and the Guild. The cost of these advertisements will be borne by the Producer.

PRODUCTION CREDITS

A948 References contained herein to the credit accorded to the director of the program are limited to the director's credit as director and do not extend to any "production" or "presentation" credit accorded to the director.

A949 The Producer shall use best efforts to include the Guild logo on the credit roll. The Guild shall provide the Producer with the appropriate artwork in adequate time to facilitate the inclusion of the Guild logo. Where the Guild logo appears, the Producer shall also use best efforts to include the Association logo, where relevant, on the credit roll. The Association shall provide the Producer with the appropriate artwork in adequate time to facilitate the inclusion of the logo.

ARTICLE A10 – SECURITY FOR PAYMENT

A1001 The Guild is entitled to require a Producer to post, no earlier than thirty (30) days before the commencement of principal photography, security for payment sufficient to cover: a) the Production Fee, and b) insurance and retirement payments required under this Agreement. The said security shall take the form of a cash deposit to be held in trust by the Guild, in an interest-bearing account, and all the accrued interest shall be the property of the Producer. At the Producer's election, the security for payment may take the form of one or more irrevocable letters of credit in favour of the Guild, drawn on a Canadian chartered bank. The face of the letter of credit shall specify that:

- i) the Guild shall be entitled, upon written notice to the Producer, to draw down on the letter of credit. The letter shall stipulate the amount claimed and that such amount is due to the Guild as a result of default by the Producer of its payment obligations as specified in the Agreement;
- ii) the said letter of credit shall have a term commencing not sooner than thirty (30) days prior to the commencement of principal photography and terminating at a mutually agreed date after the completion of principal photography;
- iii) in the event of a dispute involving outstanding payments due under the Agreement, the Producer agrees to reissue a letter of credit or to post a bond in an amount equal to those amounts in dispute for as long as those amounts remain in dispute; and
- iv) when a bona fide dispute arises, all remedies and recourses provided by this Agreement shall be exhausted, or an Arbitrator shall rule in favor of the Writer prior to any disbursement from the Security Payment.

A1002 The provisions of A1001 (iii) and (iv) shall apply equally to a bond.

A1003 Notwithstanding Article A1001, 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 the Guild a corporate guarantee in the form provided in Appendix V.

A1004 An Established Producer shall mean a Producer:

- i) whom the Association confirms by written notice to be a member in good standing;
- ii) who has maintained an active production entity with established offices and staff for the previous four years, and has engaged Guild members or SARTEC members for a minimum of eight hours of completed programming;
- iii) who has had a good track record for payment of Guild members excluding minor infractions;
- iv) a Producer who is wholly-owned by a production entity which meets the above criteria.

A1005 The Producer shall give the Guild notice within thirty (30) days prior to the start of principal photography of its intention to provide a corporate guarantee.

A1006 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) the Guild meet with the Producer within five (5) business days of denial of a request;
- ii) an appeal committee shall be formed which will consist of the Director of Industrial Relations of the Guild and a representative of the Association;
- iii) should there be no consensus at this meeting, the Producer shall post the cash bond required by the Guild 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 A5 of this Agreement; and
- iv) should the Joint Standing Committee rule in the Producer's favour, the Guild will immediately return the cash bond, with interest if applicable, and accept the alternative security payment agreed to by the Joint Standing Committee.

ARTICLE A11 – PAYMENTS

A1101 To the extent it applies the GST (and/or Provincial and/or harmonized sales tax) shall be paid in addition to all amounts set out in this agreement.

A1102 Upon receipt of materials as scheduled in the Writer's contract, the Producer shall pay all sums due to the Writer as follows:

- i) before the commencement of official prep, within thirty (30) calendar days; and
- ii) once official prep has commenced, within fifteen (15) calendar days. The Guild shall be informed thereof in accordance with section C1001,

and in both cases no payments shall be contingent upon the acceptance or approval by the Producer of the Writer's material.

A1103 When any payment is late, the Producer shall pay that Writer, Story Editor, Story Consultant or the Guild as the case may be, interest on the overdue sum at the rate of 24% per annum, computed on a monthly basis.

- A1104 Payment shall be made directly to the Writer, Story Editor or Story Consultant unless written authorization has been received by the Producer from the Writer, Story Editor or Story Consultant authorizing payment to a third party.
- A1105 No portion of any minimum fee provided in this Agreement shall be deferred for any reason.
- A1106 When making any payment to a Writer, Story Editor or Story Consultant the Producer shall specify the production and the date of contract and the details of the calculation of the payment.
- A1107 Subject to Article B108, no rights in any Script Material covered by this Agreement shall be conveyed by the Writer to the Producer until the total Script Fee has been received by the Writer, or until the Writer receives notice, in terms of Article B107, that the Producer does not wish the Writer to proceed with the Script and all amounts due up to or upon such termination have been received by the Writer. If the Production Fee is not paid on or before the first day of principal photography, notice of default shall be given to the Producer. If the Producer does not cure such default within seven (7) days of receipt of notice, the rights conveyed by the Writer shall revert to the Writer, subject to reconveyance of the rights to the Producer upon payment.
- A1108 In the event that a Writer fails to meet a deadline specified in his or her contract, the Producer may decline to deal further with the Writer, being obliged to pay only for work already completed and delivered on time.

However, if a Writer fails to meet a deadline specified in his/her contract by reason only of the Writer's incapacity which adversely affects the progress of production in a material way or unreasonable refusal to deliver the Script Material the Producer may elect, by written notice to the Writer, to terminate the Producer's obligation to accept delivery and pay for any Script Material due on or after the missed deadline (the "Late Material"), notwithstanding that the contract may specifically deny the Producer's right to terminate. If the Producer delivers such notice, the Producer shall be deemed to have acquired a license in the Script Material delivered prior to the missed deadline and shall be entitled to engage one or more other Writers to write the Late Material. Producer shall remain obligated to the first Writer for his/her share of any Production Fee and Distribution Royalty which may

become due as a consequence of the Producer's use of that first Writer's Script Material.

A1109 Division of Production Fee Among Credited Writers

Where it is necessary to divide any Production Fee or Distribution Royalty among the credited Writers, the division shall be as follows:

a) All Programs Except Variety Programs and Documentaries

- i) The credited Writer(s) of the Story or Screen Story contracted under this Agreement shall share equally twenty percent (20%);
- ii) If a Writer has been contracted to write a Story or Screen Story for an episode of a Series, and an Outline is required from another Writer, then ten percent (10%) shall be paid to the Writer of the Story or Screen Story, and ten percent (10%) shall be paid to the Writer of the Outline;
- iii) The credited Writer(s) of the Script contracted under this Agreement shall share equally one hundred percent (100%) if there is no Story or Screen Story credit, or eighty percent (80%) where there is a Story or Screen Story credit;
- iv) When no Story or Screen Story is contracted separately, the Outline shall be deemed to include the Story or Screen Story.

b) Variety and Magazine Format Programs

- i) When the only credited Writers have been contracted as Show Writers or Program Writers, they shall share equally one hundred percent (100%);
- ii) When the credited Writers have been contracted as Show Writers or Program Writers and Contributing Writers, the Contributing Writers shall receive a percentage based on the number of minutes in the Program written by each such Contributing Writer divided by the number of minutes in the Program, and the balance shall be shared equally among the credited Show Writers;
- iii) When the only credited Writers have been contracted as Contributing Writers, one hundred percent (100%) shall be shared among them, based on the number of minutes in the Program written by each such Contributing Writer divided by the number of minutes in the Program.

c) Documentaries

- i) When Writers are contracted for the writing of a Documentary and for

the writing of Narration, and more than one Writer is credited, the Production Fee will be divided sixty percent (60%) to the credited Documentary Writer(s) and forty percent (40%) to the credited Narration Writer(s). In such an event, when more than one Writer is credited for the Documentary or Narration Script, the sixty percent (60%) Documentary Production Fee and forty percent (40%) Narration Production Fee shall be divided equally among the credited Documentary or Narration Writers.

- ii) Documentaries without Narration. In the case of Documentaries without a Narration Script, the amount of the Production Fee and Distribution Royalties which shall be due to the Writer(s) shall be equal to sixty percent (60%) of the Production Fee and Distribution Royalties as calculated in accordance with the appropriate formula in C10 and C11. For further clarity, no additional writing shall be requested from the Writer after the delivery of the Documentary Treatment or Shooting Script.

A1110 Distribution Royalty Payments:

- a) Distribution Royalty payments shall be made only to credited Writers contracted under this Agreement. Such payments, if any, shall be made as per the reporting periods below. When payments to any other party entitled to a share of the Distributors' Gross Revenue are made more often, the Writer shall be accorded equal treatment. The Producer may elect to make Distribution Royalty payments more frequently.
- b) At least annually and while the production is in distribution, the Producer shall furnish to the Guild, a statement of all Distributors' Gross Revenue certified as correct by the Producer in the form of, and displaying the information required in Appendix G. Each report shall be delivered to the Guild in the same manner and frequency as the Producer reports to government agencies and/or other financiers. The first reporting period ends ninety (90) days following the delivery of the production to the Distributor. The reports shall be accompanied by the aggregate Distribution Royalty payments payable to Writers and an outline of the method of calculation of the Distribution Royalty. The Guild shall be entitled to appoint one or more person(s) to examine the records of a Producer relating to a Feature Film or program for the purpose of satisfying itself as to the propriety of the statement.

- c) Distribution Royalty payments due under the terms of this Agreement shall be paid to the Writers out of Distributors' Gross Revenue in priority to payments due to all other parties entitled to a share of the Distributors' Gross Revenue. The Producer shall be deemed to hold the aggregate Distribution Royalty payments in trust for the Writer(s) from the time that Distributors' Gross Revenue are received (or, in the case of a Distributor that is not at arm's length to the Producer, accrued) until the disbursement of same to the Guild on the due date, i.e. the date that each report is due.
- d) At the request of the Guild, the Producer will consent to the release of true copies of the reports dealing with Distributors' Gross Revenue, which have been filed with the government agencies and/or other financiers.
- e) When a Feature Film or program is distributed or otherwise exploited as part of a package of Feature Films or programs, the Distribution Royalty payments arising on account for such distribution shall be paid the Guild in trust for the Writers entitled thereto. The Guild shall determine the allocation of such payments to such Writers, taking into account the Producer's allocation of the revenue among the Feature Films or programs in any package. The Producer shall report such allocation when remitting the Distribution Royalty payments.
- f) Each Distribution Royalty payment to the Guild in the case of royalties arising from the distribution of a of Feature Film or program as part of a package, shall be accompanied by the Distribution Royalty Payment Form which is Appendix G of this Agreement. The Producer shall provide all information specified on the Form. At the time of payment, one copy of the Form shall be sent to the Writer and one copy shall be sent to the Guild.
- g) Fair Market Value: The Producer and/or distributor shall meet with the Guild to determine the fair market value of a program should such program be distributed for use by means of barter or exchange or other means for which a nominal fee or no fee is charged, or as part of a package of programs. The Distribution Royalty payments to Writers shall be based on such agreed fair market value.

h) If a Producer acts as a distributor for a production or as a sub-distributor or has any interest in a distribution company that handles the production, this Article shall apply.

A1111 If a Writer, Story Editor or Story Consultant is entitled to a share of the gross revenues or profits (or net revenues or profit, as the case may be) from a Feature Film or television program produced under this Agreement, then the definition of gross (or net) revenues or profits used to calculate such Writer's, Story Editor's or Story Consultant's share shall be no less favourable than the definition used to calculate the share of any other person(s) entitled to share in such gross (or net) revenues or profits.

A1112 The Writer(s) of a Script and the Guild shall be entitled to appoint one or more persons (the "representative") who, for the purpose of verifying the propriety of payments made under this Agreement, shall have the right to examine and audit, during normal business hours, all books, records, accounts, receipts, disbursements and any other relevant documents related to a production based on the Script. Upon giving reasonable notice to the Producer, the representative(s) shall be entitled to enter at normal place of business at annual intervals or more frequently, if warranted by the circumstances, as determined by the Guild. Such persons shall treat such information as confidential and shall use it only in relation to the matter at issue. The Producer shall forthwith pay the Writer(s) any payments found to be owing as a result of such audit. If the aggregate payments to which the Writer or Writers are or were entitled exceed the aggregate payment made to the Writer(s) by an amount which is in excess of five percent (5%) of the aggregate payments made, the Producer shall pay to the Guild its audit costs but not less than \$100, nor more than an amount equal to twice the discrepancy.

A1113 Purchaser's Assumption Agreement

a) If the Producer sells, assigns, or otherwise disposes of any production produced under this Agreement, or any rights thereto, except for distribution rights (in which case Article A1114 shall apply) the Producer shall not be relieved of any of its obligations for payments due or reporting required under this Agreement, 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 and reporting under this Agreement by the Assumption Agreement in the

form contained in Appendix I, and the Guild approves the assumption in writing. Such approval shall not be unreasonably withheld.

- b) If the producer sells, assigns or otherwise disposes of rights licensed under this Agreement in Script Material which has not been produced, the Producer shall not be relieved of any obligations under this Agreement unless the third party to whom the rights licensed have been sold, assigned or otherwise disposed of (the Purchaser) assumes the obligations for such payments and reporting by Assumption Agreement in the form contained in Appendix J, and the Guild approves the assumption in writing. Such approval shall not be unreasonably withheld.
- c) Upon seeking the approval of the Guild upon a sale, assignment or other disposition as provided for herein, the Producer shall provide to the Guild such information and material pertaining to the Purchaser as the Guild 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.

A1114 Distributor's Assumption Agreement

- a) If the Producer, its successors and assigns, licences, sells, disposes or otherwise conveys any distribution rights in a program produced under this Agreement, the Producer shall use its best efforts to obtain an executed Distributor's Assumption Agreement. In respect of any outright sale or conveyance hereunder, (i.e. a disposition, the terms of which, do not include a requirement to report revenue to a Producer) a fully-executed Distributor's Assumption Agreement with the applicable Distributor(s) is a condition precedent to such sale or conveyance. The Distributor's Assumption Agreement shall be in the form attached as Appendix H.
- b) Upon seeking the approval of the Guild to an assignment, licence, sale, disposition or conveyance of distribution rights, the Producer shall also provide to the Guild such information and material pertaining to the Distributor, as the Guild may reasonably require, including but not limited to, the financial status, the individual principals and directors of the Distributor, and the conditions of the agreement which licenses, sells, disposes or otherwise conveys the applicable distribution rights.

- c) The Producer shall not be relieved of any of its obligations for payments due under the Agreement, unless the distributor to whom the distribution rights have been licensed, sold, assigned, or otherwise disposed of (the Distributor) assumes the obligations for such payments by a Distributor's Assumption Agreement in the form contained in Appendix H, and the Guild approves the assumption in writing. The Guild's approval shall not be unreasonably withheld.

ARTICLE A12 – ADMINISTRATION FEE

A1201 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 Gross Fees:

- i) If the Producer is a Member in Good Standing of the Association as of the date of the remittance of the fee, (which membership in good standing shall be confirmed by the Association by written notice), 2% to a maximum of \$1,000 per production or episode to the Guild, and 2.75% to a maximum of \$2,850 per production (Feature Film, Television Movie, Pilot, etc.) or \$1,900 per episode of a Series directly to the Association. The Producer's obligations to pay these fees to the Association and to the Guild respectively shall not be reduced, waived or otherwise varied absent the Association's or the Guild's respective express written consent, as applicable.
- ii) If the Producer is not a Member in Good Standing of the Association as of the date of the remittance of the fee, as evidenced by written notice from the Association to such effect, 7% with no maximum for any Production or Episode, such amount to be sent directly to the Guild.

A1202 The Producer shall remit the administration fees to the Guild and to the Association, when applicable, on or before the 15th of the month following the payments of the Writer's, Story Editor's or Story Consultant's fees. The fees shall be payable by cheques to the Guild and to the Association and mailed to the Guild and Association offices.

A1203 All amounts collected under Article A1201 (ii) above shall be divided as follows: 50% shall be retained by the Guild and 50% shall be paid to the Association. The Guild shall remit the respective shares of the administration fees itemized by production to the Association within 30 days

of the end of each calendar quarter. Upon seventy-two (72) hours' notice, an authorized representative of the Association may, during normal business hours, inspect the books and records of the Guild pertaining to the collection and remittance of the administration fee.

A1204 Amounts paid under Article A1201 to the Guild and to the Association shall each be accompanied by a completed copy of the Remittance Statement Form Provided to Producers.

A1205 During the life of this Agreement, the Association may amend the amounts payable to the Association by its members set out in article A1201(i).

ARTICLE A13 – INSURANCE AND RETIREMENT PLAN, AND DEDUCTIONS FROM WRITER'S FEES

A1301 Insurance

The Producer shall contribute an amount equal to five percent (5%) of the Gross Fees of each Writer, Story Editor or Story Consultant who is a Guild member for insurance benefits.

A1302 Retirement Plan

The Producer shall contribute an amount equal to seven percent (7%) of the Gross Fees of each Writer, Story Editor or Story Consultant who is a Guild member for retirement benefits.

A1303 Deduction from Writer's Fees – Retirement Plan

The Producer shall deduct, for retirement purposes, from the Gross Fees earned by each Writer, Story Editor or Story Consultant, three percent (3%) of such Gross Fees.

A1304 Deduction from Writer's Fees – Guild Dues

The Producer shall deduct two percent (2%) of the Gross Fees paid to any Writer, Story Editor or Story Consultant who is a member of the Guild, and shall deduct five percent (5%) of the Gross Fees paid to any non-member Writer, Story Editor or person designated by the Guild as a non-member (except persons excluded under Article A106). The Producer's obligations to pay these amounts to the Guild shall not be reduced, waived or otherwise varied absent the Guild's express written consent.

A1305 Non-member Equalization Payments & Deductions

- a) In order to equalize the payments and deductions in respect of Guild members and non-members, the Producer shall contribute an amount equal to twelve percent (12%) of the Gross Fees paid to each Writer or Story Editor who is not a member of the Guild.
- b) The Equalization payments and deductions made in respect of non-members may be used and applied by the Guild and the agent or broker mutually agreed upon by the parties to this Agreement for disposition in such manner and for such purposes as may be determined in the absolute and unfettered discretion of the Guild and the broker mutually agreed upon by the parties to this Agreement.

A1306 All contributions and Writer deductions for the Insurance and Retirement plan, and all Non-member Equalization payments made pursuant to this Article shall be made payable to the agent or broker mutually agreed upon by the Parties to this Agreement. Deductions from Writer's Fees for Guild Dues shall be made payable to the Guild. All payments shall be sent to the Guild office, and shall be payable monthly on or before the 15th of the month following the earning of such fees.

A1307 All deductions required by this Article will be remitted with information on the Writer, Story Editor or Story Consultant, the contract, the services contracted, and such other information as may be agreed upon from time to time by the parties hereto.

**ARTICLE A14 – CONTRIBUTIONS AND
DEDUCTIONS FROM WRITER'S FEES IN THE CASE OF WAIVERS**

A1401 When a Writer or Story Editor has been granted a Writers Guild of America (WGA) Working Rule 8 Waiver ("Waiver") and the Producer pays Pension and Health contributions to the WGA pursuant to a Sideletter on a Writer or Story Editor's engagement, the Producer shall pay the Administration Fee as per Article A12 and remit Guild Dues as per Article A1304 on the Writer or Story Editor's fees. The Producer shall not be required to deduct, pay or remit Insurance or Retirement contributions pursuant to Articles A1301 (Insurance), A1302 (Retirement Plan), A1303 (Deduction from Writer's Fees – Retirement Plan) and A1305 (Non-member Equalization Payments and Deductions).

In the case of a WGA member Story Editor who has been granted a Waiver and who also provides other services, the contracted amount allocated to Story Editing duties (but in any event not less than the minimums set out in Article 14K of the WGA Agreement) shall be deemed to be the Story Editor Gross Fees for the purposes of Articles A807 (designation of Story Editor fees), A12 (Administration Fee) and A1304 (Deduction from Writer's Fees – Guild Dues).

SECTION B – CONDITIONS GOVERNING ENGAGEMENT

ARTICLE B1 – CONDITIONS GOVERNING ENGAGEMENT FOR ALL PROGRAM TYPES

Script Fees and Production Fees for productions with Budgets of sixty thousand dollars (\$60,000) or less are negotiable between the Writer and Producer.

- B101 Any amount in excess of the minimum Script Fees may be paid on a schedule to be negotiated by the Writer and Producer, but in any case shall be paid in full no later than delivery of the last stage provided for in the original contract. In the case of termination, any amounts in excess of the minimum Script Fees shall be paid pro rata with the minimum Script Fees, and paid at the time of termination.
- B102 A contract between a Writer and a Producer shall not provide for more than three stages and a Polish (or, in the case of a documentary Script with Narration, four stages and a Polish) to be prepared by the Writer unless the Producer and the Writer agree on the appropriate additional fee for any additional stage.
- B103 Subsequent to the delivery of the Second Draft Script (Final Script in the case of a Documentary), or Optional Third Draft, the Producer may request further revisions for which a fee shall be negotiated between the Producer and the Writer.
- B104 The Producer shall notify the Writer in writing within twenty-five (25) calendar days of the receipt of a Treatment, Outline or First Draft Script whether or not the Producer wants the Writer to proceed with the next stage. Should the Producer not notify the Writer in writing of its decision regarding a Treatment, Outline or First Draft Script within the required twenty-five (25) calendar days, the Producer shall be deemed to have accepted the Treatment, Outline or First Draft Script and the Writer shall at once proceed to the next stage.
- B105 If the Producer wants the Writer to polish the Second Draft Script, he shall notify the Writer within twenty-five (25) calendar days of the delivery of the Second Draft Script. Such alterations shall not involve any substantial change in the story or structure, or the introduction of any major characters not included in the Script. One Polish is included in the Script Fee. If the

Producer has not requested any revisions within twenty-five (25) calendar days, he shall be deemed to have accepted the Second Draft Script.

B106 The Producer shall pay for all stages contracted (except in the case of termination) even if the Producer waives delivery of a stage.

B107 Where the Writer has been contracted for more than a single stage in any contract, the Producer may terminate such contract at the end of any stage except where the Script has been contracted with no right of termination. In the event of such termination, no rights shall pass to the Producer subject to B108 and B111.

B108 Should a Producer wish to commission:

- i) the writing of a Script pursuant to C113 based on a Treatment after termination;
- ii) the writing of a Script pursuant to C309(b), C310(a), C409(b) or C410(a), based on a Story or Screen Story contracted under this Agreement;
- iii) the writing of a Script pursuant to C310(b), C410(b), or based on an Outline after a termination; or
- iv) the Rewrite of a Script from a Writer other than the first Writer,

subject to B110, the original Writer and the Producer shall first negotiate the terms and conditions, including payment, to the original Writer on which such commissioning of another Writer or Writers may take place and a contract shall be executed between them prior to the commissioning of another Writer.

B109 If the Producer licenses existing Script Material at any stage, the Producer shall pay the Writer one hundred percent (100%) of the appropriate Script Fee for all stages up to and including the stage licensed on signing of the contract.

B110 Script Changes

- a) The Writer of an original Script shall be consulted in regard to all proposed changes, modifications, additions or deletions affecting meaning, intent, theme, characterization or plot development of the Script, and all editorial changes of a major nature. Any such changes to which the Writer agrees shall be made by the Writer.

- b) It shall not be a breach of this Article for the Producer to make minor Script changes during the production to meet the production needs. Any change that affects the meaning, intent, theme, characterization or plot development of a Script or any editorial change of a major nature shall not under any circumstances be considered “minor Script changes during the production to meet production needs”.
- c) If an agreement has been entered into between a Writer and a Producer pursuant to B108 or if a Writer’s contract has been terminated and an agreement has been entered into pursuant to B111, B110(a) shall not apply to that Writer in relation to changes made by a subsequently contracted Writer, unless the original Writer’s contract provides otherwise.

B111 In the case of a drama Series, the Producer may terminate a contract on delivery of any stage contracted under C409 or C410, except where the Television Script has been contracted with no right of termination. In the event of such termination, the Producer may proceed with the work contracted by contracting another Writer, it being understood that the Producer has acquired a license to use the Script Material upon payment of the appropriate Script Fee. The Writer shall receive the appropriate percentage of the Production Fee and Distribution Royalty according to the credits accorded.

B112 If the Producer claims that a Writer has been contracted to write a Television Script based on a Story composed or created by a production executive or employee of the Producer (other than a Story Editor), the Story and Television Script shall be subject to a credit arbitration as provided in Article A9. Should such a credit arbitration not award a credit to the production executive or the employee of the Producer, the Production Fee payable to the credited Writer(s) shall be calculated without taking into account the Script Fee paid to such uncredited production executive or employee. In the case of a Story Editor, the standard credit arbitration procedures shall apply.

B113 a) Where a Writer originates in Script Material any Story, concept or format that becomes the basis for or is used in any subsequent program or episode of a Series or Serial s/he shall receive payment and credit but no share of the Distribution Royalty or Production Fee for each such use in each program or episode of a Series or Serial other than in a Television Script written by the Writer.

- b) Where a Writer originates in Script Material any character that appears in any program or episode of a Series or Serial subsequent to the program for which the material was created, s/he shall receive payment for each such use in each program or episode of a Series or Serial except:
 - i) in a Television Script written by the Writer;
 - ii) in a program or episode of a Series or Serial for which the Writer is receiving a royalty payment under B113(a).
- c) The payment the originating Writer shall receive for each such use under B113(a) or B113(b) shall be subject to individual negotiation between the Writer and the Producer and such negotiation shall take place at a time prior to the commissioning of any Television Script from any other Writer. Payment shall entitle the Producer to, in the case of B113(a), the exclusive license to use the Story, concept or format, and in the case of B113(b) the exclusive license to use the character, in any program, Series or Serial subsequent to the program for which the material was created. The payment shall in no case be less than:
 - i) in the case of B113(a), 15% of the minimum Script Fee applicable to the originating Writer's services and;
 - ii) in the case of B113(b), 7.5% of the minimum Script Fee applicable to the originating Writer's services for each character. This minimum shall apply only to the first two characters on any one program or episode of a Series or Serial.
- d) These royalties shall not be deducted from the Production Fee or Distribution Royalty.
- e) Notwithstanding the foregoing, with respect to Script Material for Series contracted prior to the commencement of this Agreement, the provisions of the agreement in effect when such Series was contracted shall apply to all episodes in the Series in lieu of the provisions of B113(c) and (d).

B114 When a Television Script is contemplated for use after its initial telecast as the basis of a Series, as an alternative to Article B113, the Producer may acquire the exclusive license to use the characters and Script Material of the original Television Script as the basis for subsequent Series upon payment of a negotiated fee not less than fifty percent (50%) of the Script Fee, and shall acquire such license on payment of the negotiated amount. The Writer may also negotiate a royalty. No payments under this Article shall be

applied against the Production Fee or Distribution Royalty of the subsequent Series.

B115 Conversion to Theatrical Use

- a) Should the Producer wish to acquire the rights to distribute or license the distribution of a Television Production for theatrical use, the Producer shall first contact the Writer(s) and pay the Writer(s) a sum calculated as follows:
 - i) for any program more than sixty (60) minutes in length, not less than the difference between the current minimum Script Fee for a Feature Film stipulated in Article C101 or in the case of a Documentary Feature Film, not less than the difference between the Documentary Feature Film Script Fee stipulated in Article C115 and the then current minimum Script Fee for the program.
 - ii) for any program sixty (60) minutes or less in length; not less than a sum calculated as follows: one percent (1%) of the current minimum Script Fee for a Feature Film as stipulated in Article C101 or the current minimum Script Fee for a Documentary Feature Film stipulated in Article C115 for each minute of the program as originally contracted;

and such payment shall be in addition to any previous payments made to the Writer(s).

- b) In any contract for the conversion of such program to theatrical use, the Producer shall remain liable for the payment of the Distribution Royalty for the converted program as required under C11 of this Agreement.
- c) Should the Producer wish to contract a Writer to write a Television Script and include in that contract the right to distribute or license the distribution of the program for theatrical use, the Producer shall first contract for a Television Script and subsequently contract for conversion to theatrical use under B115. This requirement shall apply equally to any program prepared under any co-production agreement or contract to which the Producer is in any way a party.

B116 Excerpts

- a) The Writer(s) of the program in which Excerpts are inserted shall be contracted under C409, C410, C508, C510, C608 or C706 of this Agreement and receive the full Script Fee.
- b) When Excerpts comprise more than twenty-five percent (25%) of the program time, the Writer(s) of the program which incorporates the Excerpts will receive a share of the Production Fee and Distribution Royalty based on the number of minutes in the program written by him/her divided by the number of minutes in the program. The remaining Production Fee and Distribution Royalty will be divided among the Writers of the Excerpts in the same manner.
- c) When Excerpts comprise twenty-five percent (25%) or less of the program time, the Writer(s) of the program which incorporates the Excerpts will receive one hundred percent (100%) of the Production Fee and Distribution Royalty.
- d) When Excerpts comprise twenty-five percent (25%) or less of the program time, Writer(s) of the Excerpts shall receive at least \$175 for each minute or portion thereof.
- e) Credited Writers of Excerpts shall be listed under the credit "EXCERPTS WRITTEN BY..."

B117 Adapting Material Created in Any Language Other Than North American English

When a Writer is engaged to adapt existing script material from any language other than North American English into any language other than French but including North American English to suit a new cultural reality, which may include changes to the dramatic structure, characters, tone or geographic location, the Writer shall receive sixty percent (60%) of the relevant Script Fees in C101, C102, C301, C402, C501, C506, C601, C701, C801, D201, and, only in cases where the Writer is engaged to adapt existing non-English script material, the applicable Script Fee for an Outline for Television.

The Script Fee shall be allocated and paid as follows:

- a) on signing of the contract 15%

- b) on delivery of the First Draft Script 60%
- c) on delivery of the Second Draft Script 25%

The Script Fee for an Adaptation of a Treatment or an Outline for Television shall be allocated and paid as follows:

- a) on signing of the contract 25%
- b) on delivery of the Treatment or Outline 75%

The Production Fee and Distribution Royalty payable for such writing shall be the Production Fee and Distribution Royalty as calculated in accordance with the appropriate formula in C10 and C11 and allocated as per Article A1109, but in any case, shall not be less than sixty percent (60%) of the Production Fee for the film or program.

The Writer shall be entitled to credit in accordance with all the terms and conditions contained in Article A9 relating to writing credit. In addition, the credit “ADAPTED BY...” shall be considered as a minimum credit.

Adaptation for Narration Scripts shall be contracted at no less than sixty percent (60%) of the full Narration rate.

ARTICLE B2 – OPTIONAL BIBLES, SCRIPT/PROGRAM DEVELOPMENT

- B201 For the purposes of Script or program development prior to the contracting of a Script, Story, Screen Story or Treatment, a Producer may contract any writer to write a Development Proposal, or Concept and/or Bible. However, if a Producer contracts a writer who is a Guild member to write a Bible, the Producer shall contract that writer under this Agreement. In such case, the Producer shall be permitted to contract Guild members and non-Guild members on the same project during development.
- B202 In contracting for services under this Article, the Producer and the Writer may include in any contract between them, among other things, terms and conditions pertaining to the following matters:
 - i) the type of development format to be written;
 - ii) what the development format is to be based upon (e.g. whether based on an idea in written or oral form, created by whom, provided by whom);
 - iii) fees in respect of the writing services;

- iv) copyright ownership by either party in, or the Producer's license to, the Development Proposal or Concept and/or Bible;
- v) entitlement to "Created by" or other credit; and
- vi) any ongoing obligations to the parties.

ARTICLE B3 – OPTIONS

B301 An Option contract grants the Producer the exclusive right, within a specified period, to acquire a license to produce a production based on the optioned Script Material. An Option contract does not convey such license in or of itself.

B302 Changes to and/or additional development of the optioned material may be made before this license is obtained by (i) negotiating with the original Writer, and (ii) contracting the new writing in accordance with the terms of this Agreement. In these circumstances, on the exercise of the option the Producer shall acquire a license to the optioned material as well as the changes and/or additional development contracted.

If the Producer contracts new Script Material with the original Writer under this Agreement based on the optioned material, but does not exercise the option within the specified period, the Writer may grant an option, license or assign the rights to the contracted changes to a subsequent Producer provided that:

- i) the Writer advises the subsequent Producer of the existence of the contract with the original Producer;
- ii) prior to signing a contract with the subsequent Producer, the Writer shall advise the original Producer of this fact; and
- iii) the contract between the Writer and the subsequent Producer shall be deemed to provide that the subsequent Producer shall reimburse the original Producer for its reasonable and verifiable development expenses, which amount shall be determined by the original Producer and the subsequent Producer.

The Writer may negotiate with such subsequent Producer that the Script Fees previously paid for the changes and/or additional development are not to be deducted from the Production Fee to be paid to the Writer.

B303 An Option contract between a Producer and a Writer shall specify:

- i) The payment of the Option fee, for which the Producer is granted the exclusive right to acquire a license to produce the Script Material;

- ii) The Option period, including renewals, which shall not exceed five (5) years;
- iii) The fee for each year of the Option, which shall not be less than ten percent (10%) per year (five percent (5%) per year in the case of Feature Films) of the fee payable on the exercise of the Option. This amount may be prorated;
- iv) That the only fee(s) deductible from the fee payable on exercise of the Option are Option fees paid with respect to the first eighteen (18) months;
- v) The stage of development of the Script Material being optioned and which will be acquired on the exercise of the Option (e.g. Treatment, First Draft Script, Second Draft Script, etc.); and
- vi) That if the Option contract provides for assignment, the Producer shall give written notice to the Writer immediately upon such assignment.

B304 An Option contract between a Producer and a Writer of three (3) months or less shall be completely negotiable between that Producer and Writer and shall not necessarily be subject to the provisions of this Article. In the case of Feature Films, this period may be six (6) months or less, for the first six (6) months.

B305 When the Writer has been granted a Writers Guild of America (WGA) Working Rule 8 Waiver and is not a Guild member, Option fees shall not be subject to the payments and deductions set out in Articles A1301 (Insurance), A1302 (Retirement Plan), A1303 (Deduction from Writer's Fees – Retirement Plan) and A1305 (Non-member Equalization Payments and Deductions) of this Agreement.

SECTION C – ADDITIONAL CONDITIONS AND MINIMUM COMPENSATION BY PROGRAM TYPE

ARTICLE C1 – FEATURE FILM

Script Fees and Production Fees for productions with Budgets of sixty thousand dollars (\$60,000) or less are negotiable between the Writer and Producer.

The Writer(s) of a Feature Film shall be paid at least the minimum compensation set out below:

<u>Feature Film Script Fees</u>		<u>July 1, 2019</u>	<u>July 1, 2020</u>	<u>July 1, 2021</u>
C101	Script	57,652	59,382	61,163
C102	Original Treatment	25,913	26,690	27,491
C103	Treatment based on Script Material supplied	17,297	17,816	18,350
C104	Script from existing Treatment	37,423	38,546	39,702
C105	First Draft from existing Treatment	20,178	20,783	21,406
C106	Second Draft from existing First Draft	17,296	17,815	18,349
C107	Rewrite:			
	a) by the original Writer	28,236	29,083	29,955
	b) by another Writer	37,423	38,546	39,702
C108	Written Narration other than by the Writer of a Script or Story and Script	20,153	20,758	21,381
C109	Polish	8,634	8,893	9,160

C110	Third Draft (Optional, when Writer has been contracted and paid for a Full Script under C101)	14,414	14,846	15,291
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C111 A Feature Film Script may be contracted:

- i) as an existing Script;
- ii) as a complete Script with or without right of termination;
- iii) as a Script from an existing Treatment, with or without right of termination;
- iv) as the following single element or components of a Script: Treatment, First Draft, Second Draft, Rewrite, Polish, Narration.

C112 When the Producer contracts for a complete Feature Film Script, with or without the right of termination, the Script Fee shall be paid as follows:

- a)
 - i) on signing of the contract 10%
 - ii) on delivery of the Treatment 25%
 - iii) on delivery of the First Draft Script 35%
 - iv) on delivery of the Second Draft Script 30%

OR

- b) When the Producer contracts for a complete Feature Film Script without a Treatment, and with or without the right of termination, the Script Fee shall be paid as follows:
 - i) on signing of the contract 10%
 - ii) on delivery of the First Draft Script 55%
 - iii) on delivery of the Second Draft Script 35%

C113 When the Producer contracts for a Feature Film Script based on an existing Treatment, with or without the right of termination, the Script Fee shall be allocated and paid as follows:

- i) on signing of the contract 10%
- ii) on delivery of the First Draft Script 60%
- iii) on delivery of the Second Draft Script 30%

C114 When the Producer contracts for a single element or component of a Feature Film Script, the Script Fee shall be allocated and paid as follows:

- i) on signing of the contract 25%
- ii) on delivery of material 75%

Documentary Feature Film Script Fees

		<u>July 1,</u> <u>2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
C115	Documentary Feature Film Script	28,044	28,885	29,752
C116	Documentary Feature Film Initial Proposal or Outline	8,414	8,666	8,926
C117	Documentary Feature Film Script based on Initial Proposal or Outline*	23,277	23,975	24,694
C118	Documentary Feature Film Rewrite	8,132	8,376	8,627
C119	Documentary Feature Film Polish	4,066	4,188	4,314
C120	Documentary Feature Film Written Narration	14,228	14,655	15,095

*which is provided by the Producer to the Writer, from which the Writer proceeds directly to a Documentary Treatment or Shooting Script without preparing a Documentary Initial Proposal or Outline (This Documentary Initial Proposal or Outline shall be appended to the contract if not contracted under this Agreement.)

C121 A Documentary Feature Film Script may be contracted:

- i) as an existing Script;
- ii) as a complete Script with or without right of termination;
- iii) as a Script from Outline or Proposal;
- iv) as the following single elements or components of a Script: Documentary Initial Proposal or Outline, Polish, Rewrite; as Narration without right of termination.

C122 When the Producer contracts for a Documentary Feature Film Script, the Script Fee shall be paid as follows:

- i) on signing of the contract 10%
- ii) on delivery of the Documentary Initial Proposal or Outline 20%
- iii) on delivery of the Documentary Treatment or Shooting Script 40%
- iv) on delivery of the Final Script 30%

OR

- iv) on delivery of the Documentary Rough Cut Narration Script 15%
- AND on delivery of the Documentary Final Narration Script 15%

- C123 When the Producer contracts for a Documentary Feature Film Script based on a Documentary Feature Film Initial Proposal or Outline contracted under this Agreement, the Script Fee shall be paid as follows:
- i) on signing of the contract 10%
 - ii) on delivery of the Documentary Treatment or Shooting Script 60%
 - iii) on delivery of the Final Script 30%
- OR
- iii) on delivery of the Documentary Rough Cut Narration Script 15%
- AND on delivery of the Documentary Final Narration Script 15%
- C124 When the Producer contracts for a single element or component of a Documentary Feature Film Script, the Script Fee shall be allocated and paid as follows:
- i) on signing of the contract 25%
 - ii) on delivery of the stage 75%
- C125 When the Producer contracts for a Documentary Feature Film Narration without right of termination, the Script Fee shall be allocated and paid as follows:
- i) on signing of the contract 25%
 - ii) on delivery of the Documentary Rough Cut Narration 50%
 - iii) on delivery of the Documentary Final Narration 25%

ARTICLE C2 – OPTIONAL INCENTIVE PLAN FOR FEATURE FILMS

Script Fees and Production Fees for productions with Budgets of sixty thousand dollars (\$60,000) or less are negotiable between the Writer and Producer.

- C201 For Feature Films, including Documentaries, with Budgets of under three million dollars (\$3,000,000), a Writer may enter into a contract with a Producer that departs from the standard minimum compensation as set out in C1 and C10 in this Agreement provided the following conditions are met prior to contracting:
- a) the Guild and the Writer are provided with a copy of development financing proposals for the project, including those filed with funding agencies, broadcasters, distributors and any other investors;
 - b) i) the Script Material is entirely original to the Writer;
and
ii) the underlying rights on which the Script Material is based are controlled by the Writer; or

- iii) the underlying rights on which the Script Material is based are controlled by the Producer with the consent of the Writer.
- c) The Documentary Feature Film Script Fees outlined in Articles C115 to C120 shall not be used in conjunction with the terms of Article C202 a) and b).

C202 a) The Writer may agree to work for a fee of no less than:

- i) forty per cent (40%) of the Script Fee in C101, allocated and paid as follows:
 - a) on signing of the contract 20%
 - b) on delivery of the Treatment 30%
 - c) on delivery of the First Draft Script 25%
 - d) on delivery of the Second Draft Script 25%

OR

- ii) fifty per cent (50%) of the Script Fee in C101, allocated and paid as follows:
 - a) on signing of the contract 10%
 - b) on delivery of the Treatment 15%
 - c) on delivery of the First Draft Script 40%
 - d) on delivery of the Second Draft Script 35%

- b) on the first day of principal photography, the Writer shall be paid the entire Production Fee minus that portion of the Script Fee already paid;
- c) In the case of Feature Films with budgets between \$1,600,000 and \$2,000,000, the Writer shall receive the Script Fee under Article C101 and no Production Fee or no less than the compensation paid to the director.
- d) No additional Writer(s) may be engaged to work on the Script without the written agreement of the Writer, and where the Writer does agree that an additional Writer or Writers may be engaged, such Writers shall be contracted under terms no more favourable than the first writer. The Writer of a Rewrite contracted under this Article may agree to work for a fee of no less than fifty per cent (50%) of the Script Fee in C107, allocated and paid as follows:
 - i) on signing of the contract 50%
 - ii on delivery of the Rewrite 50%

Additional Polishes shall be contracted at the rates in Article C109.

- e) the original contracting Producer may not transfer the license granted to the Script Material without the written consent of the Writer;
- f) In the event the first day of principal photography does not occur within seven (7) years of the date of signing of the contract, all rights in the Script shall revert to the Writer.
- g) If the director of the program receives aggregate fees (including, but not limited to initial compensation, royalties and/or a share of gross or net revenues or profits) greater than the combined Script Fee and Production Fee paid to the Writer, then the Writer's compensation shall be increased accordingly on a "favoured nations" basis with the aggregate compensation of the director.
- h) all other provisions of the Agreement shall apply.

C203 The Producer shall provide the Writer and the Guild with confirmation of the Certified Budget or a notarized full copy of the total Non-Certified Budget (in the case of productions with no completion guarantor or government agency involvement).

The Producer shall provide an affidavit to the Writer and the Guild to confirm the level of remuneration of the director.

The above documentation shall be provided no later than the first day of principal photography.

C204 Feature Films With Budgets Under \$1,200,000

For Feature Films with Budgets below one million, two hundred thousand dollars (\$1,200,000), a Writer may enter into a contract with a Producer that departs from the standard minimum compensation as set out in C1 and C10 in this Agreement, and applies the following terms:

- i) Use of these provisions shall be requested in writing by the Writer and must be approved by the Guild prior to contracting;
- ii) The producer must be a member of the Association;
- iii) Use of this Article shall apply only to the licensing of existing scripts, and/or one Rewrite, and not for development;

- iv) The director must be deferring all or part of their fees on the production;
- v) All or part of the Script Fee and Production Fee may be deferred, but five thousand dollars (\$5,000) is payable against deferrals on the first day of principal photography;
- vi) The remaining deferred compensation shall be paid on a schedule to be agreed between the Writer and Producer, but on terms no less favourable than the payment of deferred compensation to the Producer and director;
- vii) The producer, Writer and director must be Canadian and resident in Canada and the project must qualify as a seven out of ten production for Canadian content with the Canadian Audio Visual Certification Office (CAVCO);
- viii) No additional writer may be engaged to Rewrite without the written permission of the first Writer;
- ix) the Guild and the Writer shall be provided with a copy of development financing proposals for the project, including those filed with funding agencies, broadcasters, distributors and any other investors;
- x) The Producer shall provide the Writer and the Guild with confirmation of the Certified Budget or a notarized full copy of the total Non-Certified Budget (in the case of productions with no completion guarantor or government agency involvement) no later than the first day of principal photography;
- xi) Within sixty (60) days from delivery of the release print or broadcast-ready tape (which date shall be confirmed by the Producer in writing), the Producer shall file a detailed report of the actual expenditures for the production to the Guild as well as any other relevant materials the Guild may require to show the cost of production;
- xii) Where an audit of the production has been performed, a copy of the audited statement of production costs shall be delivered in the same timeline and manner as set out in Article C1003 (ii);
- xiii) The Guild has the right to contact other industry partners or funders of the project to corroborate details of the production;
- xiv) In the event that principal photography has not commenced within three (3) years of signing the contract, all rights in the contracted Script Material shall revert to the Writer;
- xv) The production must have a tail credit with the Guild's and Association's logos and a credit "Made with the support of the Writers Guild of Canada and the CMPA", with electronic artwork to be provided by the Guild and the Association;

- xvi) Should the director receive a share of gross revenues or profits (or net revenues or profits, as the case may be) from the Feature Film produced under this Article, then the Writer shall receive an equivalent share of gross revenues or profits to be paid on a *pari passu* basis.
- xvii) All terms of the IPA apply except as expressly modified by this Article.

C205 Optional Incentive for Feature Films over \$3,000,000

- a) Upon the agreement of the Producer and the Writer, and on a case-by-case basis, the Script Fee may be discounted during development by an agreed-upon percentage, but in no event more than forty per cent (40%) of the Script Fee (i.e. the Writer shall receive no less than sixty per cent (60%) of the Script Fee); and
- b) When the production has been scheduled (“greenlit”) for production, the Producer shall notify the Writer and the Guild and the Writer shall receive the balance of the Script Fee, and upon the first day of principal photography, the Writer shall receive an additional payment equal to the balance of the Script Fee in addition to the Production Fee. For clarity, the entire Script Fee shall be applicable against the Production Fee; however, no portion of the additional payment shall be applicable against the Production Fee.

C206 New Writer

When a Writer is contracted to write Script Material for a Feature Film with a Budget of under three million dollars (\$3,000,000) and such Writer has not, at the time of contracting, previously received a writing credit on a Feature Film or more than one (1) hour of sole writing credit for dramatic Television Production, the minimum compensation set out in Article C1 (i.e. Script Fee) may be reduced by no more than fifty percent (50%), with the consent of the Writer. If the Writer has a previous writing credit on no more than one (1) Feature Film or sole writing credit on more than one (1) hour and no more than two (2) hours of dramatic Television Production, the minimum compensation set out in Article C1 may be reduced by no more than twenty-five percent (25%), with the consent of the Writer. In any case, the Production Fee shall not be reduced.

The provisions of this Article C206 may not be used in conjunction with any other discounts in C2.

C207 The provisions of this Article C2 shall not be used in conjunction with Article B3.

ARTICLE C3 – TELEVISION PRODUCTION (TELEVISION MOVIES AND MINI-SERIES)

The Writer(s) of a Television Movie shall be paid at least the minimum compensation set out below:

Script Fees and Production Fees for productions with Budgets of sixty thousand dollars (\$60,000) or less are negotiable between the Writer and Producer.

<u>Script Fees</u>	<u>July 1, 2019</u>	<u>July 1, 2020</u>	<u>July 1, 2021</u>
C301 Script i) not based on a Story or Screen Story contracted under this Agreement; or: ii) based on a Story or Screen Story contracted under this Agreement which is provided by the Producer to the Writer at the time of contracting and from which the Writer is required to provide an Outline.	43,467	44,771	46,114
C302 Script i) based on a Story or Screen Story contracted under this Agreement which is provided by the Producer to the Writer at the time of contracting and from which the Writer proceeds directly to First Draft Script without preparing an Outline; or ii) Based on an Outline after termination pursuant to B107 (subject to B111)	34,773	35,816	36,890
C303 Story or Screen Story	8,695	8,956	9,225
C304 Rewrite	15,213	15,669	16,139
C305 Polish	7,825	8,060	8,302

C306	Third Draft (Optional, when Writer has been contracted and paid for a Full Script under C301)	10,191	10,497	10,812
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N.B.: If the Writer of the Story is not contracted to write the Script, the Producer shall negotiate with the Story Writer in accordance with B108 before commissioning another Writer.

N.B.: No Rewrite may be contracted from another Writer until the original Writer has been paid one hundred percent (100%) of that part of the applicable Script Fee payable to the original Writer, or a grievance has resulted in the matter being referred to a Joint Standing Committee or to an Arbitration.

C307 Mini-Series Script

Mini-Series shall be contracted under Articles C301 to C306 for the first two hours of broadcast time. The Script Fee shall be pro-rated as required.

C308 A Television Movie or Mini-Series Script may be contracted:

- i) as an existing Script;
- ii) as a complete Script with or without right of termination;
- iii) as a Script from an existing Story, Screen Story or Outline with or without right of termination;
- iv) as the following single elements or components of a Script: Narration, Polish, Rewrite, Story, Screen Story.

C309 When the Producer contracts for a complete Television Movie or Mini-Series Script with or without the right of termination:

- a) not based on a Story or Screen Story contracted under this Agreement; or
- b) based on a Story or Screen Story contracted under this Agreement which is provided by the Producer to the Writer at the time of contracting and from which the Writer is required to provide an Outline, the Script Fee shall be paid as follows:
 - i) on signing of the contract 10%
 - ii) on delivery of the Outline 25%
 - iii) on delivery of the First Draft Script 40%
 - iv) on delivery of the Second Draft Script 25%

C310 When the Producer contracts for a Television Movie or Mini-Series Script with or without the right of termination:

- a) based on a Story or Screen Story contracted under this Agreement which is provided by the Producer to the Writer at the time of contracting and from which the Writer proceeds directly to a First Draft Script without preparing an Outline; or
- b) based on an Outline after termination the Script Fee shall be allocated and paid as follows:
 - i) on signing of the contract 15%
 - ii) on delivery of the First Draft Script 60%
 - iii) on delivery of the Second Draft Script 25%

C311 When the Producer contracts for a single element or component of a Television Movie or Mini-Series Script, the Script Fee shall be allocated and paid as follows:

- i) on signing of the contract 25%
- ii) on delivery of the material 75%

ARTICLE C4 – TELEVISION PRODUCTION (OTHER THAN TELEVISION MOVIES AND MINI-SERIES)

Writers of Television Productions (other than Television Movies and Mini-Series) shall be paid at least the following minimum Script Fees (based on the broadcast length of Program):

Script Fees and Production Fees for productions with Budgets of sixty thousand dollars (\$60,000) or less are negotiable between the Writer and Producer.

C401 Pilot Script

The rate for writing a Pilot Script for a Television Program of up to 60 minutes shall be at least one hundred and fifty percent (150%) of the applicable Script Fee.

C402 Television Scripts:

- i) not based on a Story or Screen Story contracted under this Agreement; or
- ii) based on a Story or Screen Story contracted under this Agreement which is provided by the Producer to the Writer at the time of contracting and from which the Writer is required to provide an Outline:

	<u>July 1,</u> <u>2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
15 minutes or less	4,268	4,396	4,528
30 minutes or less	8,538	8,794	9,058
60 minutes or less	17,075	17,587	18,115
90 minutes or less	25,611	26,379	27,170

C403 Television Scripts:

- i) based on a Story or Screen Story contracted under this Agreement which is provided by the Producer to the Writer at the time of contracting and from which the Writer proceeds directly to a First Draft Script without preparing an Outline; or
- ii) based on an Outline after termination pursuant to B107 (subject to B108 or B111):

	<u>July 1,</u> <u>2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
15 minutes or less	3,558	3,665	3,775
30 minutes or less	7,113	7,326	7,546
60 minutes or less	14,229	14,656	15,096
90 minutes or less	21,344	21,984	22,644

C404 Story or Screen Story

	<u>July 1,</u> <u>2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
15 minutes or less	711	732	754
30 minutes or less	1,422	1,465	1,509
60 minutes or less	2,846	2,931	3,019
90 minutes or less	4,267	4,395	4,527

N.B.: If the Writer of the Story is not contracted to write the Script, the Producer shall negotiate with the Story Writer in accordance with B108 before commissioning another Writer.

C405 Rewrite

	<u>July 1,</u> <u>2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
15 minutes or less	1,244	1,281	1,319
30 minutes or less	2,490	2,565	2,642
60 minutes or less	4,981	5,130	5,284
90 minutes or less	7,470	7,694	7,925

N.B.: No Rewrite may be contracted from another Writer until the original Writer has been paid one hundred percent (100%) of that part of the applicable Script Fee payable to the original Writer, or a grievance has resulted in the matter being referred to a Joint Standing Committee or to an Arbitration.

C406 Additional Polish:

	<u>July 1,</u> <u>2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
15 minutes or less	623	642	661
30 minutes or less	1,244	1,281	1,319
60 minutes or less	2,490	2,565	2,642
90 minutes or less	3,737	3,849	3,964

C407 Written Narration other than by the Writer of a Television Script or Story and Television Script:

	<u>July 1,</u> <u>2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
15 minutes or less	1,778	1,831	1,886
30 minutes or less	3,558	3,665	3,775
60 minutes or less	7,113	7,326	7,546
90 minutes or less	10,673	10,993	11,323

C408 A Television Script may be contracted:

- i) as an existing Script;
- ii) as a complete Script with or without right of termination;
- iii) as a Script from an existing Story, Screen Story or Outline with or without right of termination;
- iv) as the following single elements or components of a Script: Narration, Polish, Rewrite, Story, Screen Story.

C409 When the Producer contracts for a complete Television Script with or without the right of termination:

- a) not based on a Story or Screen Story contracted under this Agreement;
or
- b) based on a Story or Screen Story contracted under this Agreement which is provided by the Producer to the Writer at the time of contracting and from which the Writer is required to provide an Outline,
the Script Fee shall be paid as follows:

- i) on signing of the contract 10%
- ii) on delivery of the Outline 20%
- iii) on delivery of the First Draft Script 50%
- iv) on delivery of the Second Draft Script 20%

C410 When the Producer contracts for a Television Script with or without the right of termination:

- a) based on a Story or Screen Story contracted under this Agreement which is provided by the Producer to the Writer at the time of contracting and from which the Writer proceeds directly to a First Draft Script without preparing an Outline;
or
- b) based on an Outline after termination, the Script Fee shall be allocated and paid as follows:
 - i) on signing of the contract 20%
 - ii) on delivery of the First Draft Script 60%
 - iii) on delivery of the Second Draft Script 20%

C411 When the Producer contracts for a single element or component of a Television Script, the Script Fee shall be allocated and paid as follows:

- i) on signing of the contract 25%
- ii) on delivery of the material 75%

C412 Group Writers

A Producer may contract three or more Writers to work as a group (a "Group") to collaborate on a specific guaranteed number of Television Scripts for a Series (other than Variety, Documentary, Magazine or Panel/Game/Quiz Shows) and to be contracted under C409 or C410 over a specified term ("Term") upon the following terms and conditions:

- i) During the Term, the Producer shall pay each Writer in the Group weekly compensation as a non-refundable advance against each Writer's share of the Production Fees in respect of the guaranteed Television Scripts, the amount of such weekly compensation to be negotiated between the Producer and each Writer. The contract for such weekly compensation shall be filed with the Guild and shall be subject to standard Producer remittances and Writer deductions in accordance with Articles A12 and A13.
- ii) The aggregate compensation paid to the Group during the Term shall

be no less than the total minimum required Script Fees for the guaranteed Television Scripts.

- iii) Prior to the commencement of the Term, the Group and Producer shall decide on how many episodes each Writer shall receive credit, which decision shall be confirmed in writing by each Writer. The allocation of credits shall be such that each Writer in the Group shall receive an equal share of the aggregate Production Fees paid for the total number of guaranteed episodes. Article A912 shall not apply to Television Scripts written by a Group.
- iv) Notwithstanding Article A1109 (a), the Production Fee for each episode shall be divided equally among all credited writers of that episode.
- v) Notwithstanding C412 (iii), in the case of termination, the terminated Writer's weekly compensation and credit (and therefore that Writer's share of the aggregate Production Fees) shall be pro rated according to the number of weeks worked. The terminated Writer may be replaced by the Producer with another Writer.
- vi) There will be no credit arbitration for Scripts written by Group Writers.

C413 A Producer may engage a New Writer at fifty percent (50%) of the applicable Script Fee. Use of this provision is limited to one New Writer per cycle of a Series.

ARTICLE C5 – TELEVISION DOCUMENTARY

Writers of Television Documentaries shall be paid at least the following minimum Script Fees (based on the broadcast length of Program):

Script Fees and Production Fees for productions with Budgets of sixty thousand dollars (\$60,000) or less are negotiable between the Writer and Producer.

C501 Documentary:

	<u>July 1, 2019</u>	<u>July 1, 2020</u>	<u>July 1, 2021</u>
15 minutes or less	3,505	3,610	3,718
30 minutes or less	7,010	7,220	7,437
60 minutes or less	14,021	14,442	14,875
90 minutes or less	21,033	21,664	22,314
120 minutes or less	28,044	28,885	29,752
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

C502 Documentary Initial Proposal or Outline:

	<u>July 1,</u> <u>2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
15 minutes or less	1,052	1,084	1,117
30 minutes or less	2,103	2,166	2,231
60 minutes or less	4,207	4,333	4,463
90 minutes or less	6,311	6,500	6,695
120 minutes or less	8,414	8,666	8,926
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

C503 Documentary Script based on a Documentary Initial Proposal or Outline which is provided by the Producer to the Writer, from which the Writer proceeds directly to a Documentary Treatment or Shooting Script without preparing a Documentary Initial Proposal or Outline. (This Documentary Initial Proposal or Outline shall be appended to the contract if not contracted under this Agreement.):

	<u>July 1,</u> <u>2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
15 minutes or less	2,910	2,997	3,087
30 minutes or less	5,820	5,995	6,175
60 minutes or less	11,638	11,987	12,347
90 minutes or less	17,457	17,981	18,520
120 minutes or less	23,277	23,975	24,694
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

C504 Documentary Rewrite:

	<u>July 1,</u> <u>2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
15 minutes or less	1,017	1,048	1,079
30 minutes or less	2,033	2,094	2,157
60 minutes or less	4,066	4,188	4,314
90 minutes or less	6,100	6,283	6,471
120 minutes or less	8,133	8,377	8,628
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

C505 Documentary Polish:

	<u>July 1,</u> <u>2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
15 minutes or less	508	523	539
30 minutes or less	1,017	1,048	1,079
60 minutes or less	2,033	2,094	2,157
90 minutes or less	3,049	3,140	3,234
120 minutes or less	4,066	4,188	4,314
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

C506 Written Narration other than by the Writer of a Television Script or Story and Television Script:

	<u>July 1,</u> <u>2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
15 minutes or less	1,778	1,831	1,886
30 minutes or less	3,558	3,665	3,775
60 minutes or less	7,113	7,326	7,546
90 minutes or less	10,673	10,993	11,323
120 minutes or less	14,228	14,655	15,095
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

C507 A Television Documentary Script may be contracted:

- i) as an existing Script;
- ii) as a complete Script with or without right of termination;
- iii) as a Script from Outline or Proposal;
- iv) as the following single elements or components of a Script:
Documentary Initial Proposal or Outline, Polish, Rewrite; as Narration
without right of termination.

C508 When the Producer contracts for a Documentary Script that forms part of a Series, the Script Fee shall be paid as follows:

- i) on signing of the contract 10%
- ii) on delivery of the Documentary Initial Proposal or Outline 20%
- iii) on delivery of the Documentary Treatment or Shooting Script 40%
- iv) on delivery of the Final Script 30%

- OR
- iv) on delivery of the Documentary Rough Cut Narration Script 15%
AND on delivery of the Documentary Final Narration Script 15%
- C509 When the Producer contracts for a Documentary Script based on a Documentary Initial Proposal or Outline contracted under this Agreement, whether or not it forms part of a Series, the Script Fee shall be paid as follows:
- i) on signing of the contract 10%
ii) on delivery of the Documentary Treatment or Shooting Script 60%
iii) on delivery of the Final Script 30%
- OR
- iii) on delivery of the Documentary Rough Cut Narration Script 15%
AND on delivery of the Documentary Final Narration Script 15%
- C510 When the Producer contracts for a Documentary Script that does not form part of a Series, the Script Fee shall be paid as follows:
- i) on signing of the contract 10%
ii) on delivery of the Documentary Initial Proposal or Outline 20%
iii) on delivery of the Documentary Treatment or Shooting Script 40%
iv) on delivery of the Final Script 30%
- OR
- iv) on delivery of the Documentary Rough Cut Narration Script 15%
AND on delivery of the Documentary Final Narration Script 15%
- C511 When the Producer contracts for a single element or component of a Television Script, the Script Fee shall be allocated and paid as follows:
- i) on signing of the contract 25%
ii) on delivery of the stage 75%
- C512 When the Producer contracts for Narration without right of termination, the Script Fee shall be allocated and paid as follows:
- i) on signing of the contract 25%
ii) on delivery of the Documentary Rough Cut Narration 50%
iii) on delivery of the Documentary Final Narration 25%
- C513 Option for Television Documentary under \$250,000
The Script Fee set out in Article C5 and the Production Fee set out in Article C10 do not apply to writing services provided for a Television Documentary if:

a) the Budget of the Documentary (per episode when applicable) is under two hundred and fifty thousand dollars (\$250,000); and

b) the Producer retains the services of the Writer for a complete Script (with or without right of termination), which may or may not be based on a

Documentary Initial Proposal or Outline provided by the Producer to the Writer.

In such cases, the Writer shall receive a combined fee (in lieu of Script Fee and Production Fee) of no less than 4.5% of the Budget (or 2.25% in the case of a Narration Script) and payable in instalments as required under Article C508. No further payment shall be owing on the first day of principal photography.

Under this option, the Distribution Royalty remains unchanged (i.e. calculated in accordance with Article C11).

C514 Low-Budget Option for Half-Hour Television Documentary Series under \$200,000

The Script Fees as set out in Article C5, Production Fee as set out in Article C10 and Distribution Royalty as set out in Article C11 do not apply to the following writing services, except to the extent specifically indicated herein:

For half-hour Television Documentary Series programs with Budgets under two hundred thousand dollars (\$200,000) per episode, the following optional terms may be applied:

- i) The Writer(s) of the Documentary Script shall receive a Script Fee which is five percent (5%) of the Budget.
- ii) The Writer(s) of Narration Scripts shall receive a Script Fee of two and a half percent (2.5%) of the Budget.
- iii) Upon payment of the fees in i) or ii) above, the Producer shall acquire an exclusive license for five (5) years from the date of delivery of the broadcast-ready tape for unlimited world distribution (except theatrical distribution) of the program without obligation to report or pay a Distribution Royalty under Article C11.
- iv) Optional Rights Renewal. The Producer may elect to pay to each credited Writer of the program:

- a) fifteen percent (15%) of the Writer's original contract fee, if paid on recording of final Narration, or at the fine cut if no Narration recording

OR

- b) twenty percent (20%) of the Writer's original contract fee, if paid at any time prior to the expiry of the distribution license under (iii) above.

as a rights renewal payment. Upon payment of the rights renewal amount, the Producer shall acquire the exclusive license in perpetuity for unlimited world distribution, except theatrical distribution, of the program made from the Script. There shall be no obligation to report or pay a Distribution Royalty under Article C11.

The use of this Article may not be combined with use of Article C503.

C515 Narration Scripts for Documentaries

For Narration Scripts for Documentaries, i.e. Scripts written at rough cut stage or later, the following formula shall apply:

- i) The amount of the Production Fee, which shall be due at the time of recording of the Narration, shall be fifty percent (50%) of the Production Fee as calculated in accordance with the appropriate formula in C10.
- ii) A Rewrite for a Narration Script shall be negotiated and such payment shall in no case be less than fifty percent (50%) of the fee provided in C504.
- iii) The amount of the Distribution Royalty shall, in the case of Narration Scripts only, be fifty percent (50%) of the Distribution Royalty calculated according to the formula contained in C11.

C516 A Producer may engage a New Writer at fifty percent (50%) of the applicable Script Fee. Use of this provision is limited to one New Writer per cycle of a Series.

ARTICLE C6 – TELEVISION VARIETY, PANEL, GAME AND QUIZ SHOWS

Writers of Television Variety, Panel, Game and Quiz shows shall be paid at least the following minimum Script Fees (based on the broadcast length of Program):

Script Fees and Production Fees for productions with Budgets of sixty thousand dollars (\$60,000) or less are negotiable between the Writer and Producer.

C601 Type 1 Variety – Show Writers

	<u>July 1,</u> <u>2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
15 minutes or less	2,142	2,206	2,272
30 minutes or less	4,284	4,413	4,545
60 minutes or less	8,567	8,824	9,089
90 minutes or less	12,851	13,237	13,634
120 minutes or less	17,134	17,648	18,177
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

C602 Type 2 Variety – Show Writers

	<u>July 1, 2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
15 minutes or less	1,720	1,772	1,825
30 minutes or less	3,431	3,534	3,640
60 minutes or less	6,862	7,068	7,280
90 minutes or less	10,294	10,603	10,921
120 minutes or less	13,725	14,137	14,561
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

C603 Type 3 Variety – Show Writers

	<u>July 1, 2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
15 minutes or less	1,297	1,336	1,376
30 minutes or less	2,595	2,673	2,753
60 minutes or less	5,188	5,344	5,504
90 minutes or less	7,783	8,016	8,256
120 minutes or less	10,374	10,685	11,006

Over 120 minutes calculated on the length of the program and based on
the 30 minute rate

C604 Contributing Writers

For each item (i.e. each comedy sketch, production number, vignette, song, blackout or similar material)

	<u>July 1,</u> <u>2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
3 minutes or less	431	444	457
Each additional minute	147	151	156

C605 More Than One Writer – Variety

Where two (2) or more Variety Writers are engaged to write or work on one Type 1, Type 2 or Type 3 Variety program, the following rates shall apply:

- i) Two Writers: Each Writer to receive at least sixty percent (60%) of the minimum fee applicable to one (1) Writer;
- ii) Three Writers: Each Writer to receive at least fifty percent (50%) of the minimum fee applicable to one (1) Writer;
- iii) Four Writers or More: Each Writer to receive at least forty percent (40%) of the minimum fee applicable to one (1) Writer.

C606 Panel, Game, Quiz Shows

	<u>July 1, 2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
15 minutes or less	1,127	1,161	1,196
30 minutes or less	2,254	2,322	2,392
60 minutes or less	4,505	4,640	4,779
90 minutes or less	6,759	6,962	7,171
120 minutes or less	9,013	9,283	9,561
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

C607 A Television Variety, Panel, Game or Quiz show Script may be contracted:

- i) as an existing Script;
- ii) as a complete Script with or without right of termination;
- iii) as the following single elements or components of a Script:
Polish, Rewrite.

C608 When the Producer contracts for a complete Television Variety, Panel, Game or Quiz show Script with or without the right of termination:

- a) not based on Script Material contracted under this Agreement; or
- b) based on Script Material contracted under this Agreement which is provided by the Producer to the Writer at the time of contracting and from which the Writer is required to provide an Outline,

the Script Fee shall be paid as follows:

- | | | |
|------|--|-----|
| i) | on signing of the contract | 10% |
| ii) | on delivery of the Outline | 20% |
| iii) | on delivery of the First Draft Script | 50% |
| iv) | on delivery of the Second Draft Script | 20% |

C609 When the Producer contracts for a single element or component of a Television Variety, Panel, Game or Quiz Show Script, the Script Fee shall be allocated and paid as follows:

- | | | |
|-----|-----------------------------|-----|
| i) | on signing of the contract | 25% |
| ii) | on delivery of the material | 75% |

C610 A Producer may engage a New Writer at fifty percent (50%) of the applicable Script Fee. Use of this provision is limited to one New Writer per cycle of a Series.

ARTICLE C7 – TELEVISION MAGAZINE SHOWS

Writers of Television Magazine shows shall be paid at least the following minimum Script Fees (based on the broadcast length of Program):

Script Fees and Production Fees for productions with Budgets of sixty thousand dollars (\$60,000) or less are negotiable between the Writer and Producer.

(the following rates do not include research)

C701 Program Writer (Based on Broadcast length of Program)

	Budget \$60,000 to \$70,000 <u>July 1, 2019</u>	Budget \$60,000 to \$70,000 <u>July 1, 2020</u>	Budget \$60,000 to \$70,000 <u>July 1, 2021</u>
15 minutes or less	1,374	1,415	1,457
30 minutes or less	2,748	2,830	2,915
60 minutes or less	5,496	5,661	5,831
90 minutes or less	8,243	8,490	8,745
120 minutes or less	10,993	11,323	11,663
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

	Budget \$70,000 to \$100,000 <u>July 1, 2019</u>	Budget \$70,000 to \$100,000 <u>July 1, 2020</u>	Budget \$70,000 to \$100,000 <u>July 1, 2021</u>
15 minutes or less	1,613	1,661	1,711
30 minutes or less	3,217	3,314	3,413
60 minutes or less	6,424	6,617	6,816
90 minutes or less	9,640	9,929	10,227
120 minutes or less	12,864	13,250	13,648
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

	Budget Over \$100,000 <u>July 1, 2019</u>	Budget Over \$100,000 <u>July 1, 2020</u>	Budget Over \$100,000 <u>July 1, 2021</u>
15 minutes or less	1,773	1,826	1,881
30 minutes or less	3,559	3,666	3,776

60 minutes or less	7,109	7,322	7,542
90 minutes or less	10,657	10,977	11,306
120 minutes or less	14,235	14,662	15,102
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

C702 Program Writer

Weekly rate for a maximum of five (5) thirty-minute programs per week

<u>July 1,</u> <u>2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
3,972	4,091	4,214

C703 Contributing Writer

For each item:

	Budget \$60,000 to \$70,000 <u>July 1, 2019</u>	Budget \$60,000 to \$70,000 <u>July 1, 2020</u>	Budget \$60,000 to \$70,000 <u>July 1, 2021</u>
3 minutes or less	412	424	437
Each additional minute	152	157	162

	Budget \$70,000 to \$100,000 <u>July 1,</u> <u>2019</u>	Budget \$70,000 to \$100,000 <u>July 1,</u> <u>2020</u>	Budget \$70,000 to \$100,000 <u>July 1,</u> <u>2021</u>	Budget Over \$100,000 <u>July 1,</u> <u>2019</u>	Budget Over \$100,000 <u>July 1,</u> <u>2020</u>	Budget Over \$100,000 <u>July 1,</u> <u>2021</u>
3 minutes or less	490	505	520	641	660	680
Each additional minute	168	173	178	191	197	203

C704 Continuity Writer

For up to five (5) minutes of continuity writing per half hour of broadcast:

	<u>July 1, 2019</u>	<u>July 1, 2020</u>	<u>July 1, 2021</u>
\$60,000-\$70,000	1,191	1,227	1,264
\$70,000-\$100,000	1,244	1,281	1,319
over \$100,000	1,363	1,404	1,446

C705 A Television Magazine Script may be contracted:

- i) as an existing Script;
- ii) as a complete Script with or without right of termination;
- iii) as the following single elements or components of a Script:
Polish, Rewrite.

C706 When the Producer contracts for a complete Television Magazine Script with or without the right of termination:

- a) not based on Script Material contracted under this Agreement; or
- b) based on Script Material contracted under this Agreement which is provided by the Producer to the Writer at the time of contracting and from which the Writer is required to provide an Outline, the Script Fee shall be paid as follows:
 - i) on signing of the contract 10%
 - ii) on delivery of the Outline 20%
 - iii) on delivery of the First Draft Script 50%
 - iv) on delivery of the Second Draft Script 20%

C707 When the Producer contracts for a single element or component of a Television Script, the Script Fee shall be allocated and paid as follows:

- i) on signing of the contract 25%
- ii) on delivery of the material 75%

C708 For Magazine Format Programs, the Production Fee shall be calculated as follows:

If the Budget is:

The Production Fee payable is the following percentage of the Production Fee as calculated in Article C1005

\$60,000 to \$70,000	43%
\$70,000 to \$100,000	47%
Over \$100,000	50%

C709 A Producer may engage a New Writer at fifty percent (50%) of the applicable Script Fee. Use of this provision is limited to one New Writer per cycle of a Series.

ARTICLE C8 – TELEVISION DAILY DRAMATIC SERIALS

Writers of Television Daily Dramatic Serials shall be paid at least the following minimum Script Fees (based on the broadcast length of Program):

Script Fees and Production Fees for productions with Budgets of sixty thousand dollars (\$60,000) or less are negotiable between the Writer and Producer.

C801 Daily Dramatic Serials

For each weekly unit of five (5) thirty (30) minute or less programs:

a) Aggregate minimum Script Fees:

	<u>July 1,</u> <u>2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
i) one run in Canada	7,112	7,325	7,545
ii) one run in Canada and the United States	14,219	14,646	15,085

b) Script Fees:

For each Script on which a Writer performs writing services, such Writer shall be paid not less than:

	<u>July 1,</u> <u>2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
i) one run in Canada	705	726	748
ii) one run in Canada and the United States	1,408	1,450	1,494

For each weekly unit of five (5) sixty (60) minute or less Serial programs:

c) Aggregate minimum Script Fees:

	<u>July 1,</u> <u>2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
i) one run in Canada	14,219	14,646	15,085
ii) one run in Canada and the United States	28,280	29,128	30,002

d) Script Fees:

For each Script on which a Writer performs writing services, such Writer shall be paid not less than:

	<u>July 1,</u> <u>2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
i) one run in Canada	1,451	1,495	1,540
ii) one run in Canada and the United States	2,904	2,991	3,081

- e) If the Producer does not contract for a combined run in Canada and the United States at the time of the original contract, he may acquire a license to run the programs in the United States on payment of a step up fee to each of the Writers concerned of not less than the difference between Article C801 (b) (ii) and Article C801 (b) (i) or the difference between Article C801 (d) (ii) and Article C801 (d) (i) as the case may be; or sixty percent (60%) of the Writer's original Script Fee, whichever is the greater.
- f) In addition to the fees paid pursuant to C802 (iv) and C801(a) to (d), the Producer may acquire the right to distribute the programs for either one year of unlimited use or one airing over five years, worldwide (but excluding the US if the Producer has not licensed a run in the US pursuant to C801 (b) (ii) or Article C801 (d) (ii), on payment to the Writer(s) and Head Writer of a further payment of thirty-five percent (35%) of the contracted Script Fees and Head Writer's fee.
- g) Any further use shall be acquired upon payment to the Writer of the Distribution Royalty as calculated in Article C11.

C802 The following terms shall apply to the engagement of Writers for Daily Dramatic Serials:

- i) A Writer for Daily Dramatic Serials may be contracted on a trial basis for not longer than six (6) weeks in the aggregate, after which the Producer shall contract such a Writer on a term contract in cycles of not less than thirteen (13) weeks; provided that in the case of a program in which the cycles of the Writers are coordinated, the term contract is such Writer may provide the Producer with an option to extend the first thirteen (13) week cycle for such additional number of weeks as would be required to coordinate with the cycles of the other Writers. The contract with any Writer may provide that s/he shall not perform writing

services which would interfere with his/her obligation as a Writer on the Serial for which the Writer is contracted.

- ii) The Producer shall give the Writer at least four (4) weeks written advance notice of cancellation of his/her cycle and failing such written notice the Writer's contract shall be deemed renewed for the next cycle. A contract which by its own terms expires at the end of the cycle does not require any notice. The Writer's contract may be canceled within any cycle on not less than two (2) weeks written notice provided the program goes off the air.
- iii) Writers on Daily Dramatic Serials shall be in one of two categories: a) Head Writer; b) other Writers.
- iv) A Head Writer shall receive not less than the aggregate minimum Script Fees reduced by the per Script minimum Script Fee payable to other Writers at the rates provided in Article C801, which in no event shall be less than five times the minimum Script Fee.
- v) No Writer (other than a Head Writer) shall be hired for less than an average of one (1) Television Script per week for the term of his or her contract.
- vi) For the purposes of payment there shall be no differentiation between the writing of Stories and Television Scripts with respect to Daily Dramatic Serials.

ARTICLE C9 – TELEVISION CONTINUITY

Writers of Television Continuity shall be paid at least the following minimum Script Fees:

Script Fees and Production Fees for productions with Budgets of sixty thousand dollars (\$60,000) or less are negotiable between the Writer and Producer.

C901 Continuity – Script Fees

	<u>July 1,</u> <u>2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
Minimum two (2) minutes Script	334	344	354
Each additional minute of Script	44	45	46

Note: Continuity Writing does not attract Distribution Royalties but rather Residuals.

C902 Distribution Rights – Continuity

The payment of at least the minimum compensation under C901 shall entitle the Producer to one run on conventional (Free) Television in Canada and the right to acquire further use as provided in this Agreement.

C903 Residuals to Continuity Writer(s)

The following Residual payments shall be made to Continuity Writer(s) upon second and subsequent use on conventional (Free) Television and on any sale to pay television, cable television, cassettes, videodiscs and any other form of compact device, domestic and foreign use:

- 1) Domestic Re-Runs – Each repeat broadcast in Canada on conventional (Free) Television – fifty percent (50%) of the original Script Fee
- 2) When a television program is subsequently sold by the Producer for broadcast in another country on conventional (Free) Television, the Writer shall be paid Residual fees as follows:
 - a) United States – national commercial network:
 - First Run – one hundred percent (100%) of the Script Fee
 - Second Run – fifty percent (50%) of the Script Fee
 - Third and subsequent runs – each run – forty percent (40%) of the original Script Fee
 - Each individual station – ten percent (10%) of the original Script Fee
 - b) United States – Syndication – per year:
 - ten percent (10%) of original Script Fee
 - c) For use in a country other than Canada and the United States, the Producer shall pay the Writer as follows:
 - either:
 - i) on the first foreign release – fifteen percent (15%) of the original Script Fee; or
 - ii) when the Feature Film has grossed over \$15,000 – an additional ten percent (10%) of the original Script Fee
 - iii) when the Feature Film has grossed over \$22,500 – an additional ten percent (10%) of the original Script Fee

Payments due under i) above shall be payable within three (3) months of the first foreign sale. Payments under ii) and iii) above shall be payable within thirty (30) days after the grosses detailed in the sub-clauses have been reached. The Producer agrees to report to the Guild when payments are due to Writers under the terms of this Article and

to make mutually satisfactory arrangements with the Guild regarding access and checking of records concerning re-runs and foreign sales.

or

- iv) Upon acceptance of the Second Draft Script, payment to the Writer of thirty-five percent (35%) of the Script Fee, being payment for use in a country other than Canada and the United States during the period of fifteen (15) years from the date of final payment for the Script was due.
- 3) Residuals to Continuity Writer(s) for Pay Television, Cable Television, Cassettes, Videodiscs and any other form of compact device, domestic and foreign use:
- i) on the first such sale – fifteen percent (15%) of the original Script Fee;
 - ii) when the program has grossed over \$15,000 – an additional ten percent (10%) of the original Script Fee;
 - iii) when the program has grossed over \$22,500 – an additional ten percent (10%) of the original Script Fee;
 - iv) when the program has grossed over \$30,000 – an additional ten percent (10%) of the original Script Fee; and
 - v) for each additional increase of \$10,000 in the program's gross – an additional ten percent (10%) of the original Script Fee.

ARTICLE C10 – PRODUCTION FEE

Script Fees and Production Fees for productions with Budgets of sixty thousand dollars (\$60,000) or less are negotiable between the Writer and Producer.

C1001 The Producer shall provide to the Guild in writing the following information, when known:

- i) when Production has been scheduled (“greenlit”) for production, and the dates of official prep and commencement of principal photography as soon as such dates are set;
- ii) Production dates and location;
- iii) Season, episode name, episode number and ISAN number (if available);
- iv) when the title of the Production has changed; and

- v) the date of initial release whether it be broadcast, theatrical or video release.

C1002 At least fifteen (15) days prior to the first scheduled day of principal photography or, in the case of a Documentary, on recording of final narration or at the fine cut if no narration recording, the Producer shall deliver to the Guild:

- i) the Notice of Intended Writing Credits in the form of Appendix F; and
- ii) a letter from the completion guarantor or government agency in the form of Appendix K, or government documentation such as the CAVCO Part A, provincial advance ruling certificate or, in the case of an Official Treaty Co-Production, Telefilm Canada advance ruling, confirming the total Certified Budget; or, if this is unavailable, a copy of the Certified Budget's top sheet showing the total budget, in which case a letter from the completion guarantor or government agency, or government documentation as set forth above, must be filed before production is complete; or
- iii) a full copy of the total Non-Certified Budget (in the case of productions with no completion guarantor or government agency involvement).

C1003 Productions With Non-Certified Budgets

In the case of productions with Non-Certified Budgets, in addition to the provisions of Article C1002, Producers shall provide to the Guild within sixty (60) days from delivery of the release print or broadcast ready tape (which date shall be confirmed by the Producer in writing), a statement of production costs prepared by a designated accountant. If the production costs exceed the Non-Certified Budget, the Producer shall pay any additional sums due to the Writer(s) calculated in accordance with Article C1005. If the production costs are less than the Non-Certified Budget, there shall be no refund of monies paid or payable.

C1004 Productions With More Than One Version in Length

In the case of a program having more than one version (in length) for which no new writing or shooting is required, it is understood that there is only one Production Fee payable, which shall be calculated on the total Budget including expenses incurred for the editing of all versions. If additional versions are made subsequent to the payment of the Production Fee, the costs for all additional version(s) shall be added to the Budget and such revised Budget shall become the Budget for the program and filed with the

Guild as per Article C1002. The Producer shall pay any additional sums due to the Writer(s) calculated in accordance with Article C10 (Production Fee).

In the case of a program having more than one version where new writing is required, the Writer performing such services shall be contracted under this Agreement on a daily rate negotiated between the Writer and the Producer.

The Writer shall not receive a Production Fee or a credit for such new writing.

The Distributors' Gross Revenues, as defined in Article C1103, for all versions of the program shall be added to and considered to be the Distributors' Gross Revenues for the program.

C1005 Production Fee

On the first day of principal photography, the Producer shall pay each credited Writer contracted under this Agreement his/her share of the Production Fee. In the case of a Documentary, on recording of final Narration, or at the fine cut if no Narration recording, the Producer shall pay to each credited Writer contracted under this Agreement his/her share of the Production Fee (See Article A1109 for the division of the Production Fee.)

This Production Fee shall be calculated on the basis of the Budget, as follows:

<u>If the Budget is:</u>	<u>The Production Fee is:</u>
0 – \$60,000	Negotiable
\$60,000 – \$100,000	(\$3,575 plus 3.3% of the Budget) x 103%
\$100,000 – \$300,000	(\$6,875 plus 2.75% of the Budget in excess of \$100,000) x 103%
\$300,000 – \$500,000	(\$12,375 plus 1.1% of the Budget in excess of \$300,000) x 103%
\$500,000 – \$2,000,000	(\$14,575 plus 2.75% of the Budget in excess of \$500,000) x 103%
\$2,000,000 – \$10,000,000	(\$55,825 plus 2.2% of the Budget in excess of \$2,000,000) x 103%
\$10,000,000 - \$13,000,000	(\$231,825 plus 2% of the Budget in excess of \$10,000,000) x 103%

For a Budget in excess of \$13 million the Production Fee is negotiable, but the floor for such negotiation is \$300,579.75.

Following is a table setting out examples of these payments:

PRODUCTION FEE

The following table illustrates the formula provided in Article C1005 and gives examples. For the purpose of calculating the actual Production Fee, the total Budget figure must be used.

Budget	Calculations per Article C1005	Production Fee
0 - \$ 60,000	Negotiable	Negotiable
\$60,000	(\$3,575 plus 3.3% of \$60,000) x 103%	\$5,721.65
\$100,000	(\$3,575 plus 3.3% of \$100,000) x 103%	\$7,081.25
\$200,000	(\$6,875 plus 2.75% of \$100,000) x 103%	\$9,913.75
\$300,000	(\$6,875 plus 2.75% of \$200,000) x 103%	\$12,746.25
\$400,000	(\$12,375 plus 1.1% of \$100,000) x 103%	\$13,879.25
\$500,000	(\$12,375 plus 1.1% of \$200,000) x 103%	\$15,012.25
\$600,000	(\$14,575 plus 2.75% of \$100,000) x 103%	\$17,844.75
\$700,000	(\$14,575 plus 2.75% of \$200,000) x 103%	\$20,677.25
\$800,000	(\$14,575 plus 2.75% of \$300,000) x 103%	\$23,509.75
\$900,000	(\$14,575 plus 2.75% of \$400,000) x 103%	\$26,342.25
\$1,000,000	(\$14,575 plus 2.75% of \$500,000) x 103%	\$29,174.75
\$1,500,000	(\$14,575 plus 2.75% of \$1,000,000) x 103%	\$43,337.25
\$2,000,000	(\$14,575 plus 2.75% of \$1,500,000) x 103%	\$57,499.75
\$2,500,000	(\$55,825 plus 2.2% of \$500,000) x 103%	\$68,829.75
\$3,000,000	(\$55,825 plus 2.2% of \$1,000,000) 103%	\$80,159.75
\$3,500,000	(\$55,825 plus 2.2% of \$1,500,000) x 103%	\$91,489.75
\$4,000,000	(\$55,825 plus 2.2% of \$2,000,000) x 103%	\$102,819.75
\$4,500,000	(\$55,825 plus 2.2% of \$2,500,000) x 103%	\$114,149.75
\$5,000,000	(\$55,825 plus 2.2% of \$3,000,000) x 103%	\$125,479.75
\$5,500,000	(\$55,825 plus 2.2% of \$3,500,000) x 103%	\$136,809.75
\$6,000,000	(\$55,825 plus 2.2% of \$4,000,000) x 103%	\$148,139.75
\$6,500,000	(\$55,825 plus 2.2% of \$4,500,000) x 103%	\$159,469.75
\$7,000,000	(\$55,825 plus 2.2% of \$5,000,000) x 103%	\$170,799.75
\$7,500,000	(\$55,825 plus 2.2% of \$5,500,000) x 103%	\$182,129.75

\$8,000,000	$(\$55,825 \text{ plus } 2.2\% \text{ of } \$6,000,000) \times 103\%$	\$193,459.75
\$8,500,000	$(\$55,825 \text{ plus } 2.2\% \text{ of } \$6,500,000) \times 103\%$	\$204,789.75
\$9,000,000	$(\$55,825 \text{ plus } 2.2\% \text{ of } \$7,000,000) \times 103\%$	\$216,119.75
\$9,500,000	$(\$55,825 \text{ plus } 2.2\% \text{ of } \$7,500,000) \times 103\%$	\$227,449.75
\$10,000,000	$(\$55,825 \text{ plus } 2.2\% \text{ of } \$8,000,000) \times 103\%$	\$238,779.75
\$10,500,000	$(\$231,825 \text{ plus } 2\% \text{ of } \$500,000) \times 103\%$	\$249,079.75
\$11,000,000	$(\$231,825 \text{ plus } 2\% \text{ of } \$1,000,000) \times 103\%$	\$259,379.75
\$11,500,000	$(\$231,825 \text{ plus } 2\% \text{ of } \$1,500,000) \times 103\%$	\$269,679.75
\$12,000,000	$(\$231,825 \text{ plus } 2\% \text{ of } \$2,000,000) \times 103\%$	\$279,979.75
\$12,500,000	$(\$231,825 \text{ plus } 2\% \text{ of } \$2,500,000) \times 103\%$	\$290,279.75
\$13,000,000	$(\$231,825 \text{ plus } 2\% \text{ of } \$3,000,000) \times 103\%$	\$300,579.75
If the Budget is over \$13,000,000 the Production Fee is negotiable, but shall not be less than \$300,580.		

- C1006 In the case of a Series, the Budget for an episode shall be the Budget for that episode, or the total Budget for the Series, including amortized items, divided by the number of episodes in the Series. The option chosen by the Producer shall apply to the entire Series.
- C1007 If the Budget is expressed in a foreign currency, then the Production Fee shall be calculated at a conversion rate no less favourable to the Writer than the conversion rate set by the Producer's bank within three (3) business days prior to the start of principal photography.
- C1008 Script Fees paid to a credited Writer contracted under this Agreement may be deducted from his/her share of the Production Fee to a maximum of the Writer's share of the Production Fee but no other deductions of any kind may be made.
- C1009 In the event of a dispute as to the credits, the Producer shall on the first day of principal photography pay the maximum amount of the Production Fee (i.e. the maximum amount payable to any and all Writer(s) based on any potential credit arbitration decision) due the Writer(s) to the Guild to be held in trust for such Writer(s) until a credit arbitration has been concluded.
- C1010 If there are credited Writers contracted under other guild agreements and not under this Agreement, the Writer(s) contracted under this Agreement shall be paid a share of the Production Fee and Distribution Royalty calculated as if all Writers were contracted under this Agreement, provided that the other

guild agreement has been negotiated by a member of the International Affiliation of Writers Guilds (“IAWG”). Where the other credited Writer(s) engaged are not contracted under an IAWG Guild, then the credited Writer(s) contracted under this Agreement shall receive the following share of the Production Fee and Distribution Royalty:

- | | |
|--|------|
| i) when the Writer has written 1 element
(e.g. Story, Treatment) | 25% |
| ii) when the Writer has written 2 elements
(e.g. Story and Rewrite, 2 Rewrites) | 50% |
| iii) when the Writer has written 3 elements | 75% |
| iv) when the Writer has written 4 elements | 100% |

Should the Production Fee share based on writing credit as per Article A1109 exceed the above amounts the Writer shall receive the greater share of the Production Fee.

Writers not contracted under this Agreement shall be paid in accordance with their own guild agreement and/or individual contract.

ARTICLE C11 – DISTRIBUTION ROYALTY

C1101 The Producer shall pay to the credited Writer(s) contracted under this Agreement (subject to Article C1010) a Distribution Royalty of three point two per cent (3.2%) of the total amount of the Distributors’ Gross Revenue less the amount that is equal to one hundred (100%) of the Budget less any Canada Media Fund licence fee top-up, as set out in the provisions herein. i.e. $3.2\% \times [\text{DGR} - (100\% \text{ of Budget} - \text{CMF licence fee top-up})]$

For greater clarity, the Budget that forms part of the above Distribution Royalty calculation must be the Budget on which the Production Fee calculation for the production was based.

C1102 Distribution Royalty payments shall be made at least annually.

C1103 Distributors’ Gross Revenue shall mean all monies derived by the Producer, the Head Distributor and/or sub-distributors, as provided below, in any manner whatsoever from the 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. 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 Distributors' Gross Revenue.
- b) Distributors' Gross Revenue 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 Distributors' Gross Revenue shall also include all monies received by sub-distributors which:

- i) are Related Persons to, 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) Sale revenues (including pre-sale revenues, i.e. sales made prior to production) shall be included in Distributors' Gross Revenue. A sale means the grant, to an end user, of a licence or rights to utilize a Production, for consideration. Distribution Advances, i.e. advances received by a Producer from a Distributor, shall not be included in Distributors' Gross Revenue for the purpose of triggering the payment of Distribution Royalties to Writers; however, a Distributor shall not be entitled to deduct the amount of the Distribution Advance from the Distributors' Gross Revenue for the purpose of calculating the Distribution Royalty. Monies received by Distributors pursuant to Article C1103b) above shall be considered Distributors' Gross Revenue whether or not the Distributor has recouped its Distribution Advance.
 - d) Notwithstanding the foregoing, Distributors' Gross Revenue derived from the sale or rental of Compact Devices (excluding any secondary use) shall be deemed to be equal to twenty percent (20%) of the wholesale selling price of such Compact Devices, provided that in the event that the wholesale selling price is at or less than the typical sell-through price to wholesalers (currently \$30 per unit), the deemed Distributors' Gross Revenue shall be ten percent (10%).

- e) 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 the Guild to refer any difference to Arbitration under Article A5.
- f) Official Treaty Co-Productions
 - i) While Distributors' Gross Revenue includes revenue from all sources on a world wide basis, in respect of Official Treaty Co-productions certified by Telefilm Canada or by any successor organization, the Distributors' Gross Revenue shall be:
 - a) all those revenues derived from the 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 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 budget financing derived, directly or indirectly, from any Canadian source(s).
 - ii) Prior to production, the Producer shall disclose the production's status or intended status as an Official Treaty Co-production to the Guild and will provide the following information to the Guild:
 - 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; and

- c) evidence, satisfactory to the Guild that the Production has been approved by Telefilm Canada and the competent foreign authorities as an Official Treaty Co-Production.
- g) If the Association negotiates a definition of Distributors' Gross Revenue (or the equivalent) which 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.

ARTICLE C12 – NON-LINEAR AND MULTI-LINEAR PRODUCTIONS

C1201 For Non-Linear Productions, and, subject to Article C1202, Multi-Linear Productions, all terms and conditions of a Writer's engagement are negotiable between the Writer and the Producer.

C1202 If a Multi-Linear Production constitutes an episode of a Series in which other episodes of that season of the Series are not Multi-Linear Productions, the standard terms and conditions prescribed by this Agreement shall apply to the Multi-Linear Production episode(s). For clarity, if all episodes within a season of a Series are Multi-Linear Productions, all terms and conditions applicable to a Writer's engagement on such episodes are negotiable between the Writer and Producer.

ARTICLE C13 – LOW-BUDGET TELEVISION PRODUCTION INCENTIVE

C1301 Low-Budget Television Production Incentive Eligibility

For a Television Production subject to Articles C4, C5, C6, C7 and C8 which:

- i) is for initial exhibition on the internet;
- ii) has a contracted per-program length of fifteen (15) minutes or less;
- iii) has a program Budget no greater than in the table below per minute of contacted length;

	<u>Per-Minute Budget*</u>
July 1, 2019	\$17,000 or less
July 1, 2020	\$17,510 or less
July 1, 2021	\$18,035 or less

iv) has a total per-program Budget which does not exceed:

	<u>Total Per-Program Budget*</u>
July 1, 2019	\$136,000
July 1, 2020	\$140,080
July 1, 2021	\$144,282

*The Budget thresholds for Low-Budget Television Production Incentive eligibility shall increase at the same time and by the same percentage as any Script Fee increases during the term of the IPA.

v) All episodes of a Series season must meet the above qualifications for this incentive to apply.

vi) The provisions in Articles A205, A206, A234, C1002 and C1003 regarding Budget, Certified Budget and Non-Certified budget shall apply.

vii) This incentive shall not be used in conjunction with other incentives.

C1302 For programs that qualify for the Low-Budget Television Production Incentive, the Writer and Producer shall negotiate in good faith in relation to the terms and conditions of engagement of the Writer, and at a minimum,

i) The Producer shall be required to make contributions, on behalf of the writers, on account of Insurance and Retirement Plans as per Article A13 of this Agreement

ii) The Producer shall be required to remit Administration Fees and make deductions from each Writer's remuneration as per Articles A12 and A13;

iii) the Writer's credit must appear on the same platform and in the same manner as the producer's and director's credits; and

iv) the Script Fee payments shall be allocated and paid in accordance with the relevant timelines applicable to the program type in question.

C1303

a) If a production that is produced pursuant to the Low-Budget Television Production Incentive is licensed for "Television Use", the Producer shall pay

to the credited Writer(s) contracted under this Agreement (subject to Article C1010) a Distribution Royalty of three point two percent (3.2%) of the total amount of the Distributors' Gross Revenue less the amount that is equal to one hundred percent (100%) of the Budget less any Canada Media Fund licence fee top-up, as set out in Articles C1101 to C1103.

b) A Television Use occurs when a production produced under the Low-Budget Television Production Incentive is licensed for any Free or commercial Television, pay television or cable television broadcast, or any exhibition on a video-on-demand service for which the Producer receives a fee.

c) For clarity, if such a production is not licensed for a Television Use, no Distribution Royalty shall be owing.

ARTICLE C14 – TRAVEL EXPENSES, PAID TRAVEL TIME, AND RISK INSURANCE

C1401 When the Producer requires a Writer, Story Editor or Story Consultant to travel more than forty (40) kilometers from the Writer's, Story Editor's or Story Consultant's home, then if transportation, accommodation and meals are not provided by the Producer, the Writer, Story Editor or Story Consultant shall be paid:

- i) Actual transportation expenses on scheduled carriers covering economy air or first class rail fare.
- ii) An allowance of thirty cents (30¢) per kilometer if the Writer, Story Editor or Story Consultant is required to use his/her automobile. Where a Writer, Story Editor or Story Consultant rents or leases an automobile at the direction of the Producer, the Producer shall pay all costs of renting or leasing.
- iii) All taxis, limousines or other transportation costs which the Writer, Story Editor or Story Consultant is required to pay.
- iv) A per diem rate of one hundred and ninety-five dollars (\$195.00) to cover all expenses when staying in a hotel, motel or similar accommodation in Canada. However, if certain meals or living

accommodation are provided at the expense of the Producer, the per diem rate shall be reduced in the following manner:

Breakfast	\$15.00
Lunch	\$25.00
Dinner	\$35.00
Accommodation	\$120.00

- v) If a Writer, Story Editor or Story Consultant is required to travel outside of Canada, the Producer shall pay all actual expenses incurred provided that they are supported by receipts where receipts are obtainable.
- vi) All amounts payable to the Writer, Story Editor or Story Consultant under this Article shall be reimbursed by the Producer within (30) days of the Writer, Story Editor or Story Consultant submitting an invoice, with receipts (where applicable) to the Producer.

C1402 A Writer, Story Editor or Story Consultant shall be entitled to reasonable expenses to cover the cost of insurance when required by the Producer to undertake work in a high risk location up to a maximum coverage of five hundred thousand dollars (\$500,000.00) applicable to the number of days spanning the engagement.

**SECTION D – OTHER PRODUCTION: SPONSORED, INDUSTRIAL AND
OTHER SHORT FILMS INCLUDING AUDIO VISUAL
PRODUCTIONS, NOT PRODUCED FOR TELEVISION**

ARTICLE D1 – CONDITIONS GOVERNING ENGAGEMENT

The provisions of Articles B and C apply to Other Production except as specifically modified herein:

- D101 A Script for Other Production may be contracted, written and paid for either
- i) as a whole, or
 - ii) in separate stages as provided below.
- D102 When the Producer contracts for a complete Script by stages, the Script Fee shall be allocated to each stage and paid as follows:
- i) on delivery of the Outline 25%
 - ii) on delivery of the First Draft Script 50%
 - iii) on delivery of the Second Draft Script 25%
- D103 The Producer shall notify the Writer within twenty-eight (28) days of delivery of an Outline or First Draft Script whether or not it wants the Writer to proceed to the next stage. The Producer may extend the period during which such notice is to be given for up to six (6) months on written notice to the Writer. Should the Producer not notify the Writer in writing of its decision regarding an Outline or First Draft Script or not exercise the right of extension within twenty-eight (28) calendar days, the Producer shall be deemed to have accepted the Outline or First Draft Script and the Writer shall proceed to the next stage.
- D104 The Producer may terminate the process at the end of any stage outlined in D102.
- D105 If a Script based on an Outline, First Draft Script or Second Draft Script is subsequently commissioned from another Writer, the original Writer of the Outline, First Draft Script or Second Draft Script shall receive payment which shall be subject to negotiation between the Producer and the original Writer, and a contact shall be executed between them prior to the commissioning of the writing of such Script by another Writer.

D106 Where a Writer originates in Script Material a sub-plot for any program or Series or Serial or a character who subsequently appears on any program or Series, the payments and credits the writer shall receive for any use made of such sub-plot or character other than in a Script written by him/herself shall be subject to individual negotiations between the Writer and the Producer. Such negotiations for the use of the character(s) or sub-plot shall take place at the time of original contracting of the Writer, or at a time prior to the commissioning of Script(s) from other Writers. Such payments shall in no case be less than fifteen percent (15%) of the Writer's original Script Fee, that original Script Fee being understood to be the fee for the complete Script, stage or revisions contracted for, whichever is applicable.

ARTICLE D2 – MINIMUM COMPENSATION

Script Fees and Production Fees for productions with Budgets of sixty thousand dollars (\$60,000) or less are negotiable between the Writer and Producer.

D201 The minimum compensation to be paid a Writer for preparing a Script in the category of Other Production shall be as follows:

Script Fees	<u>July 1, 2019</u>	<u>July 1, 2020</u>	<u>July 1, 2021</u>
15 minutes or less	1,994	2,054	2,116
30 minutes or less	3,986	4,106	4,229
60 minutes or less	7,973	8,212	8,458
90 minutes or less	11,740	12,092	12,455
120 minutes or less	15,919	16,397	16,889
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

D202 The minimum compensation to be paid a Writer for preparing a written Narration for productions in this category shall not be less than fifty percent (50%) of the fees provided in D201.

ARTICLE D3 – DISTRIBUTION AND USE RIGHTS

D301 The payment of at least the minimum rates set forth in D2 shall entitle the Producer to:

- i) make a production based on the Script; and
- ii) the right to distribute the Production subject only to the payment of the appropriate Residuals as set out in Article D302.

D302

Territory	Term	Minimum Percentage
a) Non-Theatrical (see Article A236) – World	Copyright of film	0%
b) Theatrical – World	Copyright of film	25%
	a) if contracted and paid at the time of the execution of the Writer’s original contract	
	b) if contracted after the execution of the Writer’s original contract	50%
c) TV Broadcast “Free” or “pay” (but not including Educational TV Broadcast)		
Canada	One run in each market	20%
Montreal, Toronto, Vancouver, Winnipeg	One run in each market	10%
All other Canadian markets	One run in each market	5%
United States	One run in each market	40%
Single US markets	One run in each market	10%
All other Countries	One run in each market – each country	10%
Canada	15 years from date that payment for Second Draft Script was due but must be contracted and paid at the time of the execution of the Writer’s original contract	50%

World other than Canada	15 years from date that payment for Second Draft Script was due but must be contracted and paid at the time of the execution of the Writer's original contract	75%
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d) All TV Broadcast Uses (but not including Educational TV Broadcast)

World	15 years from date that payment for Second Draft Script was due but must be contracted and paid at the time of the execution of the Writer's original contract	125%
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e) Educational TV

Canada	One run on one station	5%
Canada	One run on more than one station or on multiple transmitters (e.g. OECA)	10%

f) Educational TV (not PBS – PBS is covered by “TV Broadcast”)

United States	One run on one station	5%
United States	One run on more than one station or on multiple transmitters (belonging to one organization)	10%

g) All Educational

World	15 years from date that payment for Second Draft Script was due but must be contracted and paid at the time of the execution of the Writer's original contract	25%
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h) All of the Above

World	15 years from date that payment for Second Draft Script was due but must be contracted and paid at the time of the execution of the Writer's original contract	150%
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D303 If credits are given to Writer(s) in Other Productions, the Writer(s) credits shall be no less in duration and size than the Producer's credit.

SECTION E – OPTION FOR CORPORATE PRODUCTION: SPONSORED, INDUSTRIAL OR SHORT FILMS

Corporate Production is production not intended initially for television or theatrical distribution and includes sponsored, corporate, industrial and multi-media production. Corporate Production includes programs containing visual, audio, graphic and text based information using film, videotape, audio tape, animation, graphics, photographs, print, interactive video disk, CD-ROM, slide tape, computers, chips and any other existing or new technologies.

The provisions of Article A apply to Corporate Production except as specifically modified herein:

ARTICLE E1 – RECOGNITION, APPLICATION AND TERMS

E101 Application

This Article may apply to those Writers who are contracted based on the number of days work required rather than Program length, and paid a daily rate.

E102 Voluntary Recognition Agreement

Prior to the commencement of services, a combination Contract/ Voluntary Recognition Agreement to this Agreement shall be signed by the Producer, in the form attached as Appendix M, signifying acceptance of the terms and conditions contained herein. No Writer shall begin work without a signed contract, and upon signing, the Producer shall provide copies of the contract to the Guild. Should the Producer require the Writer to prepare a Proposal or Tender for presentation to a Client prior to contracting the Writer, the Producer shall first sign a Letter of Agreement for Proposals (Appendix N) agreeing that the Writer shall be contracted for the assignment upon acceptance by the Client. Should the Proposal be rejected, all rights in and to the Script Material shall remain with the Writer, including the Concept, if provided by the Writer.

ARTICLE E2 – DEFINITIONS

The following definitions apply to Section E only.

E201 Additional Use means:

- i) Distribution in cinemas or theatrical venues where admission is charged;
- ii) Broadcast Use – The distribution of Script Material written under this

agreement by any electronic, optical, or mechanical means including, but not limited to the following: Satellite; Free TV; Pay TV; Cable TV; Fibre Optics; Radio or any other technology; and

iii) Sale of transcripts, books, cassettes, slide tapes, discs, CD's, tapes, computer chips or any other recording means.

- E202 Ancillary Materials means handbooks, manuals, study guides, or any prepared material in any form, for use only in conjunction with a program or programs.
- E203 Client means the party who commissions a production.
- E204 Concept means a brief written submission that describes an idea which has not been sufficiently developed to exact a financial commitment.
- E205 Contract Fee means the fee as specified in a contract executed between the Producer and the Writer.
- E206 Corporate Production means a production not intended initially for television or theatrical distribution and includes sponsored, corporate, industrial and multi-media production. Corporate Production includes programs containing visual, audio, graphic and text based information using film, videotape, audio tape, animation, graphics, photographs, print, interactive video disk, CD-ROM, slide tape, computers, chips and any other existing or new technologies.
- E207 Draft Script means a complete draft of any Script in a mutually-agreed form.
- E208 Gross Fee means the negotiated fee paid by the Producer to the Writer for services and time, including any payments for additional use, but exclusive of expenses paid to the Writer by the Producer, such as per diem allowances or travel expenses as agreed upon.
- E209 Outline means material submitted in a mutually-agreed form embodying an idea or ideas with suggestions for development into a Script.
- E210 Polish means minor improvement of script details within the basic structure as written and shall not include changes in the basic structure. Changes not to exceed 5% of total Script.

- E211 Program means a produced entity either live or recorded by any means whatsoever.
- E212 Proposal means any material prepared for the Producer or Client during the tendering process, prior to the selection of a Producer.
- E213 Rewrite means writing that significantly changes the Script.
- E214 Script means written material in a format suitable for use in the production of a Program.

ARTICLE E3 – GENERAL CONDITIONS

- E301 Payment
Payment to the Writer shall become due and payable within fifteen (15) calendar days from the receipt of materials as scheduled in the Writer's contract. The Producer and the Writer may negotiate to defer payment at individual stages; however, upon delivery of the Final Draft, the full amount will become due within thirty (30) days. All terms of payment shall be clearly stated in the Writer's contract, and each and every payment shall be made pursuant to this Agreement. Failure to make payment after forty-five (45) days shall result in interest in the amount of 2% per month to be paid to the Writer on any overdue amounts.
- E302 On-Site Risk Insurance
The Producers will provide appropriate insurance coverage for the Writer in accordance with Article C14.
- E303 Expenses
Any reasonable expenses incurred by the Writer with the prior approval of the Producer, shall be reimbursed in accordance with Article C14, and supported with receipts, where applicable.
- E304 Grievance Procedure
Should a dispute which cannot be settled by the parties arise concerning any of the terms and conditions of this Agreement, and documentation relating thereto, Article A5 shall apply.

- E305 Warranty and Indemnities
Every contract between a Writer and Producer shall be deemed to include the warranties and indemnities set out in Article A709.
- E306 Credit
On each Program for which a Writer is contracted and where individual credits are given, including excerpts for use in support materials, the Writer shall receive a visual credit.
- E307 The Producer shall assist in defraying the cost of administering the terms of this Agreement by paying as an administration fee the amounts set out in Article A12.
- E308 Insurance and Retirement Plan and Dues
The Producer shall contribute to the Writer's Insurance and Retirement Plan, and shall make the deductions from the Writer's Gross Fees in the amounts set out in Article A13.

ARTICLE E4 – RATES AND CONDITIONS GOVERNING ENGAGEMENT

- E401 Contracting the Writer(s)
At the time of negotiation of a contract, and before the commencement of services, the length of time required to complete an assignment shall be discussed and agreed upon between the Writer and the Producer, and a Contract Fee negotiated based on a daily rate. Both the daily rate and number of days shall be stated in the Writer's individual contract.

All contracts shall specify, and include a consideration of the rights of both parties with respect to the following:

- a) Daily Rate and Length of Assignment
- b) Delineation of rights purchased
- c) Delivery dates for written material agreed upon
- d) All Ancillary Materials required by Producer or Client
- e) Terms of payment
- f) Credits (if applicable)

Unless negotiated otherwise with the Writer, the Script shall be contracted, written and paid for as follows:

- | | | |
|------|------------------------------------|-----|
| i) | on delivery of Outline | 25% |
| ii) | on delivery of First Draft Script | 50% |
| iii) | on delivery of Second Draft Script | 25% |

The Producer shall pay for all stages contracted, (except in the case of a termination) even if the Producer waives delivery of a stage. No contract between a Writer and a Producer shall provide for more than the contracted stages and a Polish, unless the Producer and the Writer agree on an additional fee for the continuation of the assignment. If required, the Writer shall incorporate any requested revisions into the next stage of writing. If, as a result of a change in the project's direction or Client requirements, the Writer is required to exceed the agreed upon length of time to complete an assignment, additional fees shall be negotiated in writing. Such fees shall not be less than the originally contracted daily rate. The Writer has the right to decline continuation on a project past the agreed-upon completion time.

E402 Collaborative Writing

Writers contracted on the same project by the Producer shall be treated as individual Writers, with two separate contracts, and areas of responsibility shall be clearly delineated. The Team provisions as outlined in Article A257 shall not apply.

E403 Termination

The Producer may terminate the process on the delivery of any stage and will be obligated to pay for only the completed work to the date of termination. In the event of termination, no rights shall pass to the Producer, subject to E404.

E404 Subsequent Writer

If a Script based on an Outline, First Draft Script or Second Draft Script, is subsequently commissioned from another Writer, the Producer shall first contact the original Writer, and negotiate a payment to enable a new contract to be executed between a new Writer and the Producer. If the Producer provided the Writer with the Concept for the Production, all rights in the Concept shall remain with the Producer.

E405 Rights Licensed

On payment of the full Contract Fee, the Producer shall acquire an exclusive license to produce a single Production made from the Script, the right to translate the Script Material for dubbing purposes, and an exclusive license

for all distribution, other than Additional Use and as provided for in the contract.

E406 Daily Rate/Half Day Rate

The Writer may negotiate a daily or half daily rate.

E407 Additional Use

It is understood the daily fee as negotiated covers writing for non-Broadcast programming use. The Producer shall negotiate with the Writer a further payment for rights for Additional Uses. Such rights shall be conveyed as follows:

- a) One free use on community cable channel shall be included in the negotiated fee;
- b) For other Broadcast use, the Writer shall receive a payment of ten percent (10%) of the Contracted Fee for each use;
- c) For any other Additional Use, as defined, a fee shall be negotiated with the writer prior to such use;
- d) Programs may be entered in festivals and competitions, and all uses ancillary and incidental to such festivals and competitions may be authorized without additional payment. However, if as a result, a Program is broadcast or used, such uses will be dealt with in terms of this Article. Wherever possible, the Writer shall be advised in writing of any Program entered in a festival or competition.

ANIMATION SECTION

This section is self-contained. It is to be read without reference or prejudice to the other portions of the IPA.

ARTICLE 1 – RECOGNITION AND SCOPE OF THE ANIMATION SECTION

- 101 The Producer recognizes the Guild as the exclusive bargaining agent for all Animation Writers and Animation Story Editors of Animation Productions written in English.
- 102 The terms of this Animation Section are the result of negotiations between representatives of the Association and the Guild.
- 103 This Animation Section shall be jointly administered by the Guild and the Association in all of its facets on a principle of equality between the Guild and the Association in all matters pertaining to the administration of the Animation Section's provisions. Questions regarding interpretation or the meaning of the Articles in this Animation Section may be directed to the offices of either the Association or the Guild. Neither of these parties may make an interpretation binding on the other without the written agreement of the other.
- 104 This Animation Section shall apply to all Animation Writers and Animation Story Editors contracted by any Producer who is a signatory to this Section. Nothing in this Section shall prevent a Producer from freely obtaining the services of an Animation Writer or Animation Story Editor who may not be a member of the Guild providing that before signing a contract the Animation Writer or Animation Story Editor shall declare in writing to the Producer and the Guild that for reasons of conscience, s/he does not wish to become a member of the Guild, in which case, s/he will be treated as a non-member under the terms of this Animation Section. The rates, terms and conditions for such an Animation Writer or Animation Story Editor shall not be less than those provided in this Section.
- 105 a) This Animation Section shall not apply to a regular employee of the Producer whose duties include writing and who is regularly engaged in creative aspects of production and for whom deductions under Income Tax laws are duly made.

b) Notwithstanding (a) above, this Animation Section shall apply to a regular employee:

- i) when writing a Feature Film Script which is subsequently produced.
- ii) when writing a Television Script or any installment or Rewrites thereof.
- iii) when engaged as an Animation Story Editor on a specific program or Series.

106 An Animation Writer or Animation Story Editor who is not a member of the Guild shall join the Guild on signing his or her first writing services contract under this Agreement, unless the Animation Writer or Animation Story Editor has filed a written declaration with the Guild and the Producer pursuant to Article 104.

107 The Animation Section applies to all Animation writing. The parties agree that this Section is complete and contains all provisions with respect to Animation writing. For purposes of clarity, none of the terms and conditions of the IPA or any other schedule or appendix attached thereto shall apply to Animation writing except as expressly noted herein.

108 All terms of this Animation Section shall be deemed to be included in each individual contract between a Producer and an Animation Writer or Animation Story Editor, except where specific terms more beneficial to the Animation Writer or Animation Story Editor are included in the individual contract in place of the relevant minimum terms in this Section. If any provisions of any individual contract conflict with the minimum terms and conditions of this Section, then this Section shall prevail, and in such event the conflicting provisions of the individual contract shall be deemed to be modified to the extent necessary to cause it to conform to the terms and conditions of this Section and, as modified, the individual contract shall continue in full force and effect.

109 Nothing in this Animation Section limits the Animation Writer from individually negotiating with the Producer, rights or benefits superior to the terms and conditions set out in this Section.

110 Prior to contracting an Animation Writer or Animation Story Editor, Producers shall sign a Voluntary Recognition Agreement for Animation Production as follows on their own letterhead and forward to the Guild. This

Voluntary Recognition Agreement for Animation Productions shall constitute a binding obligation by the Producer to the terms and conditions of the Animation Section of the Independent Production Agreement (see Schedule 1 of this Section).

- 111 Except by prior agreement with the Association, the Guild shall not enter into any agreement with any Producer in independent production under terms more favourable to such Producer than those set forth in this Section and shall not permit Animation Writers or Animation Story Editors to be engaged under terms more favourable to such Producer than set forth herein. This Article shall not apply in relation to any agreement entered into by the Guild with any Producer in independent production in Quebec for production in that province. Any grievance arising out of a breach of this Article shall bypass Joint Standing Committee stage and be heard by an Arbitrator.
- 112 There shall be no discrimination against any Animation Writer or Animation Story Editor because of race, ancestry, place of origin, creed, religion, gender, age, record of offenses (other than offences related to copyright infringement), marital status, family status, disability, sexual orientation or political affiliation.
- 113 To the extent it applies the GST (and/or Provincial and/or harmonized sales tax) shall be paid in addition to all amounts set out in this Animation Section.
- 114 Upon receipt of materials as scheduled in the Animation Writer's contract, the Producer shall pay all sums due to the Animation Writer as follows:
 - i) before the production is scheduled ("greenlit") for production, within thirty (30) calendar days; and
 - ii) once the production has been scheduled ("greenlit") for production, within fifteen (15) calendar days. The Guild shall be informed in writing when Production has been scheduled ("greenlit") for production, and the date of commencement of principal cast recording, and in both cases no payment shall be contingent upon the acceptance or approval by the Producer of the Animation Writer's material.

- 115 When any payment is late, the Producer shall pay the Animation Writer or Animation Story Editor interest on the overdue sum at the rate of twenty- four percent (24%) per annum, computed on a monthly basis.
- 116 Payment shall be made directly to the Animation Writer or Animation Story Editor unless written authorization has been received by the Producer from the Animation Writer or Animation Story Editor authorizing payment to a third party.
- 117 No portion of any fee provided in this Section shall be deferred for any reason.
- 118 In the event that an Animation Writer fails to meet a deadline specified in his or her contract, the Producer may decline to deal further with the Animation Writer, being obliged to pay only for work already completed and delivered on time. However, if an Animation Writer fails to meet a deadline specified in his/her contract by reason only of the Animation Writer's incapacity which adversely affects the progress of production in a material way or unreasonable refusal to deliver the Script Material, the Producer may elect, by written notice to the Animation Writer, to terminate the Producer's obligation to accept delivery and pay for any Script Material due on or after the missed deadline (the "Late Material"), notwithstanding that the contract may specifically deny the Producers right to terminate. If the Producer delivers such notice, the Producer shall be deemed to have acquired an assignment in the Script Material delivered prior to the missed deadline and shall be entitled to engage one or more other Animation Writers to write the Late Material.
- 119 The Producer agrees to notify an Animation Writer engaged under this Animation Section, before the Animation Writer is engaged on any assignment, of the names of all other Animation Writers previously engaged by the Producer who have been assigned to work on the same Script Material. The Producer shall also notify the Animation Writers then working on such Script Material of the name(s) of any additional Animation Writer(s) engaged on such Script Material.
- 120 There shall be no speculative writing and therefore no Producer may require an Animation Writer to submit Script Material without a written contract.
- 121 Should a Producer wish revisions to an unsolicited Script from an Animation Writer, a contract for the Script must be entered into with the Writer before any revisions are performed.

- 122 Whenever the Producer contracts an Animation Writer or Animation Story Editor, a fee for the work contracted shall be negotiated and a contract signed before the Animation Writer or Animation Story Editor begins work.
- 123 No purely oral agreement shall be binding, nor shall it constitute grounds for an investigation of a complaint by either of the parties concerned.
- 124 Every contract shall be signed before the work begins on a contracted Script, and before any requested revision is begun or before production begins, whichever is sooner, in the case of an unsolicited Script.
- 125 A copy of every contract between an Animation Writer or Animation Story Editor and any Producer adhering to this Agreement shall be deposited with the Guild and the Association by the Producer within seven (7) days of the signing of the contract.

Copies of contracts provided to the Guild and the Association are to be strictly confidential between the Producer, the Animation Writer or Animation Story Editor, the Guild and the Association. The information contained in these contracts is not to be released by the officers of the Guild or the Association to any other persons.

In those instances where a contract has not yet been signed, a Notice of Engagement form as in Appendix E shall be filed with the Guild.

- 126 Adapting Material Created in Any Language Other Than English
When an Animation Writer is engaged to adapt existing script material from a language other than English into a language other than French to suit a new cultural reality, which may include changes to the dramatic structure, characters, tone or geographic location, the Animation Writer shall receive sixty percent (60%) of the applicable minimum Script Fee, if any.
The Animation Writer shall be entitled to credit in accordance with all the terms and conditions contained in Article 10 relating to writing credit. In addition, the credit “ADAPTED BY...” shall be considered as a minimum credit.
- 127 The Guild and the Association agree that both texts of the Animation Section in French and English are official. In the case of discrepancy, the English language text shall prevail.

128 The terms of Article 1 shall be subject to and read together with the provisions of Appendix A (Negotiation Protocol).

ARTICLE 2 – DEFINITIONS

- 201 Animation Bible means a written guide for an Animation Series describing the central premise, story and characters, the setting, format, genre, style, themes and continuing elements. It may include detailed characterizations and describe the interplay among the principal and recurring characters. Character and story arcs, story line and dialogue examples and production requirements may also be included.
- 202 Animation Production means a production consisting entirely of a photographed series of drawings or electronically generated images or other means that simulate motion. These include but are not limited to; CGI, claymation, motion capture and traditional animation, which techniques may be used exclusively or in combination.
- 203 Animation New Writer means a person who writes Script Material for Animation Productions and who, at the time of contracting with a Producer on a Series, has previously received no more than five (5) animation screen credits as a contracted writer (excluding digital credits for webisodes). Use of this provision is limited to two (2) scripts per thirteen (13) scripts contracted under this Agreement for the Series. An Animation New Writer shall be contracted at fifty percent (50%) of the applicable Script Fee.
- 204 Animation Story Editor means:
- a) a person, regardless of title or credit received, whose duties include writing Rewrites, Polishes and may also include script consultation for a Series or Serial; or
 - b) a person participating in a group session on a Series or Serial whose duties include developing and/or breaking stories and/or consulting on Script Material, where a Bible and/or Pilot Script already exists and serves as the basis for the group session. Where such persons are only engaged to perform the work contemplated under this clause (b) such work shall not attract credit under Article 603.

This shall not include individuals generally recognized as “technical consultants”, whose expertise as engaged is not in the area of writing.

- 205 Animation Writer means a person who writes Script Material for Animation Productions, including an Animation New Writer.
- 206 Collective Society means a society, association, corporation or other organization that carries on the business of collecting and distributing royalties or levies payable in respect to copyright for the benefit of those who, by assignment, granted licence, appointment of it as their agent or otherwise, authorize it to act on their behalf in relation to that business.
- 207 Draft Script means a complete draft of any Script in a mutually agreed form the length to be specified by the Producer.
- 208 Feature Film means a film of sixty-one minutes or more in length intended initially for theatrical distribution
- 209 Gross Fees means the fees as contracted under any Article of this Section, exclusive only of money for expenses such as per diem allowances or travel expenses.
- 210 Merchandising Rights means those rights required for manufacture, sale and distribution of all merchandise featuring, containing or consisting of the names, characters, symbols, designs, likenesses and visual representations of the literary and/or artistic characters created, described or portrayed in the Script Material.
- 211 Outline means the scene-by-scene development and structuring in a mutually-agreed form of a story in screen terms to provide a synopsis or schematic of the Television Script to be written from it, in up to five thousand (5000) words per half hour of broadcast time. When no Story or Screen Story is contracted separately the Story or Screen Story shall be deemed to be included in the Outline.
- 212 Polish means minor improvements of script details within the basic structure of the scenes as written, and shall not include changes in the structure, addition or deletion of characters, alterations of plot, or reworking of more than five percent (5%) of the dialogue.
- 213 Producer means the individual, corporation, partnership, limited partnership or other person that controls, administers, or is responsible for any production

(whether or not that person is or will be copyright holder of the finished program).

- 214 Rewrite means writing which significantly changes the plot, story line, dialogue, and/or the characters in the Script.
- 215 Screen Story means written narrative material contracted under this Section for an Animation Production, based on Source Material, consisting of the basic narrative, idea, or theme and indicating character development and actions suitable for use in or representing a substantial contribution to a final script; provided, however, that the Animation Writer shall not be obligated to (a), insert dialogue in a Screen Story (except in the extent necessary to show characterization), or (b) prepare the Screen Story in the form of an Outline. There is no differentiation between Story and Screen Story for compensation purposes. When no Story or Screen Story is contracted separately, the Story or Screen Story shall be deemed to be included in the Outline. In the case of a Feature Film, the Story or Screen Story shall be deemed to be included in the Treatment.
- 216 Script Fee means the total remuneration payable by the Producer to an Animation Writer, unless otherwise negotiated.
- 217 Script Material means any material covered by this Section and includes book/libretto, continuity, documentary Script, Draft Script, Narration, Narration Script, Outline, Polish, Rewrite, Screen Story, Script, Story, and Treatment for use in any form of production covered by this Section.
- 218 Secondary Use Payments means the net amounts collected and then distributed by Collective Societies in respect of
- i) the retransmission outside North America; and/or
 - ii) the performance, the communication to the public (excluding broadcasting worldwide and retransmission in North America), private copy, rental and lending anywhere in the world,
- of Animation Productions based on the Script Material.
- 219 Story means written narrative material contracted under this Section for an Animation Production for television, not based on Source Material, consisting

of the basic narrative, idea, or theme and indicating character development and action suitable for use in or representing a substantial contribution to a Final Script; provided, however, that the Animation Writer shall not be obligated to (a) insert dialogue in a Story (except to the extent necessary to show characterization), or (b) prepare the Story in the form of an Outline. There is no differentiation between Story and Screen Story for compensation purposes. When no Story or Screen Story is contracted separately, the Story or Screen Story shall be deemed to be included in the Outline. In the case of a Feature Film, the Story or Screen Story shall be deemed to be included in the Treatment.

- 220 Team means two (or more, with the consent of the Guild, which consent shall not be unreasonably withheld) Animation Writers engaged by the Producer at the same time who have agreed to collaborate on the script or scripts. A Team will be deemed to be one Animation Writer for the purposes of this Section. Payment will be split equally between or among the Animation Writers of the Team.
- 221 Treatment means the scene by scene development and structuring in a mutually agreed form of a Story in screen terms provide a synopsis or schematic of the Feature Film Script to be written from it in twenty thousand (20,000) words or less. The Treatment shall be deemed to include a Story or Screen Story.

ARTICLE 3 – REMUNERATION AND REWRITES

- 301 Animation Writer(s) of Script Material shall be paid at least the minimum compensation (based on the broadcast length of the program) or the negotiable fee, as set out in this Article 3 or, if applicable, the fee set out in Article 302 of this Section. Payment of the Script Fee is the total remuneration payable by the Producer to the Animation Writer unless otherwise negotiated.
- 302 Animation Scripts:
- i) not based on a Story or Screen Story contracted under this Agreement; or
 - ii) based on a Story or Screen Story contracted under this Agreement which is provided by the Producer to the Animation Writer at the time of contracting and from which the Animation Writer is required to provide an Outline:

	<u>July 1,</u> <u>2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
Under 11 minutes	Negotiable	Negotiable	Negotiable
11-15 minutes	3,825	4,016	4,217
16 - 30 minutes	7,651	8,034	8,436
Over 30 minutes	Negotiable	Negotiable	Negotiable

303 Animation Scripts:

- i) based on a Story or Screen Story contracted under this Agreement which is provided by the Producer to the Animation Writer at the time of contracting and from which the Animation Writer proceeds directly to a First Draft Script without preparing an Outline; or
- ii) based on an Outline after termination:

	<u>July 1, 2019</u>	<u>July 1,</u> <u>2020</u>	<u>July 1,</u> <u>2021</u>
Under 11minutes	Negotiable	Negotiable	Negotiable
11 -15 minutes	3,175	3,334	3,501
16 - 30 minutes	6,350	6,668	7,001
Over 30 minutes	Negotiable	Negotiable	Negotiable

304 When the Producer contracts for a single element or component of a Script (Story, Rewrite, Polish), the Script Fee shall be negotiable between the Animation Writer and Producer.

305 Payment of the negotiated Script Fee shall be as follows:

- a)
 - i) on delivery of Outline (Treatment in the case of a Feature Film) 20%
 - ii) on delivery of First Draft 40%
 - iii) on delivery of Second Draft 30%
 - iv) on delivery of Polish 10%
- b) Where no Outline (or Treatment in the case of a Feature Film) is required the Script Fee shall be paid as follows:
 - i) on delivery of First Draft 50%
 - ii) on delivery of Second Draft 40%
 - iii) on delivery of Polish 10%

- c) When the Producer contracts for a single element or component of a Script, the Script Fee shall be allocated and paid as follows:
 - i) on signing of the contract 25%
 - ii) on delivery of the material 75%
- 306 Subsequent to the delivery of the last contracted stage, or termination of an Animation Writer there shall be no restrictions with respect to script changes, rewrites or hiring of another Animation Writer other than as individually negotiated.
- 307 In extraordinary circumstances, a Producer may seek, and the Guild may enter into, at the Guild's discretion, an agreement with a Producer for a specific Animation Production that permits terms more favourable to such Producer than those set forth in this Section.
- 308 Animation Bibles
 For the purposes of script or program development prior to the contracting of a script, Story, Screen Story or Treatment, a Producer may contract any writer pursuant to this Article to write an Animation Bible. However, if a Producer contracts an Animation Writer who is a Guild member to write an Animation Bible, the Producer shall contract that Animation Writer under this Agreement. In such case, the Producer shall be permitted to contract Guild members and non-Guild members on the same project during development.
- 309 In contracting for services under Article 308, the Producer and the Animation Writer may include in any contract between them, among other things, terms and conditions pertaining to the following matters:
- i) the type of development format to be written;
 - ii) what the development format is to be based upon (e.g. whether based on an idea in written or oral form, created by whom, provided by whom);
 - iii) fees in respect of the writing services;
 - iv) copyright ownership by either party in, or the Producer's license to, the Animation Bible;
 - v) entitlement to "Created by" or other credit; and
 - vi) any ongoing obligations to the parties.

ARTICLE 4 – ADMINISTRATION FEE

- 401 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 Gross Fees:
- i) If the Producer is a Member in Good Standing of the Association as of the date of the remittance of the fee, (which membership in good standing shall be confirmed by the Association by written notice), 2% to a maximum of \$1,000 per Animation Production or episode to the Guild, and 2.75% to a maximum of \$2,850 per Animation Production (Feature Film, Television Movie, Pilot, etc.) or \$1,900 per episode of a Series directly to the Association. The Producer's obligations to pay these fees to the Association and to the Guild respectively shall not be reduced, waived or otherwise varied absent the Association's or the Guild's respective express written consent, as applicable.
 - ii) If the Producer is not a Member in Good Standing of the Association as of the date of the remittance of the fee, as evidenced by written notice from the Association to such effect, 7% with no maximum for any Animation Production or Episode, such amount to be sent directly to the Guild.
- 402 The Producer shall remit the administration fees to the Guild and to the Association, when applicable, on or before the 15th of the month following the payments of the Animation Writer's or Animation Story Editor's fees. The fees shall be payable by cheques to the Guild and to the Association and mailed to the Guild and Association offices.
- 403 All amounts collected under Article 401 (ii) above shall be divided as follows: 50% shall be retained by the Guild and 50% shall be paid to the Association. The Guild shall remit the respective shares of the administration fees itemized by production to the Association within 30 days of the end of each calendar quarter. Upon seventy-two (72) hours' notice, an authorized representative of the Association may, during normal business hours, inspect the books and records of the Guild pertaining to the collection and remittance of the administration fee.

- 404 Amounts paid under Article 401 to the Guild and to the Association shall each be accompanied by a completed copy of the Remittance Statement Form provided to Producers.
- 405 During the life of this Agreement, the Association may amend the amounts payable to the Association by its members set out in article 401(i).

**ARTICLE 5 – INSURANCE AND RETIREMENT PLAN AND
DEDUCTIONS FROM ANIMATION WRITERS’ AND
ANIMATION STORY EDITORS’ FEES**

- 501 Insurance
The Producer shall contribute an amount equal to five percent (5%) of the Gross Fees of each Animation Writer and Animation Story Editor who is a Guild member for insurance benefits.
- 502 Retirement Plan
The Producer shall contribute an amount equal to seven percent (7%) of the Gross Fees of each Animation Writer and Animation Story Editor who is a Guild member for retirement benefits.
- 503 Deduction From Animation Writer’s Fees – Retirement Plan
The Producer shall deduct for retirement purposes, from the Gross Fees earned by each Animation Writer and Animation Story Editor three percent (3%) of such Gross Fees.
- 504 Deduction from Animation Writer’s Fees – Guild Dues
The Producer shall deduct two percent (2%) of the Gross Fees paid to any Animation Writer or Animation Story Editor who is a member of the Guild and shall deduct five percent (5%) of the Gross Fees paid to any Animation Writer or Animation Story Editor who is not a member of the Guild. The Producer’s obligations to pay these amounts to the Guild shall not be reduced, waived or otherwise varied absent the Guild’s express written consent.
- 505 Non-members Equalization Payments & Deductions
a) In order to equalize the payments and deductions in respect of Guild members and non-members, the Producer shall contribute an amount equal to twelve percent (12%) of the Gross Fees paid to each Animation Writer or Animation Story Editor who is not a member of the Guild.

b) the equalization payments and deductions made in respect of non-members may be used and applied by the Guild and the agent or broker mutually agreed upon by the parties to this Animation Section for disposition in such manner and for such purposes as may be determined in the absolute and unfettered discretion of the Guild and the broker mutually agreed upon by the parties to this Animation Section.

506 All contributions and Animation Writer deductions for the Insurance and Retirement plan, made pursuant to this Article shall be made payable to the agent or broker mutually agreed upon by the parties to this Section. Deductions from Animation Writer's Fees for Guild Dues shall be made payable to the Guild. All payments shall be sent to the Guild office, and shall be payable monthly on or before the 15th of the month following the earning of such fees.

507 All deductions required by this Article will be remitted with information on the Animation Writer and Animation Story Editor, the contract, the services contracted, and such other information as may be agreed upon from time by the parties hereto.

ARTICLE 6 – ANIMATION STORY EDITORS

601 When the duties of individuals on a Series or Serial include the functions of an Animation Story Editor, they will be contracted separately as Animation Story Editors under this Section.

602 Animation Story Editors shall be contracted on an episodic, daily, weekly or monthly basis.

603 Except as specified in Article 204 (b), Animation Story Editors shall receive on screen credit, the nature and location of which will be set out in the Animation Story Editors' contracts.

ARTICLE 7 – TERMINATION

701 Within twenty-five (25) calendar days of receipt of an Outline, First Draft Script or Second Draft Script, the Producer shall notify the Animation Writer in writing whether or not the Producer wants the Animation Writer to proceed with the next stage. In the case of a co-production, the notice shall be given within forty-five (45) calendar days. Should the Producer fail to provide

notice in accordance with the above time limits then the Producer shall be deemed to have authorized the Animation Writer to proceed with the next stage.

702 The Producer shall pay for all stages contracted (except in the case of termination) even if the producer waives delivery of a stage.

703 The Producer shall notify the Animation Writer when a new Animation Writer is engaged to rewrite his/her Script Material.

ARTICLE 8 – COPYRIGHT

801 The Producer acknowledges that the Animation Writer is the owner of copyright in the Script Material.

802 Upon payment in full to the Animation Writer of the Script Fee and subject to Article 807, the Producer shall be deemed automatically granted from the Animation Writer an exclusive licence for the full term of copyright (and any extensions thereof) to exploit by any manner or means, now or hereafter known, the copyright in the Script Material. In connection therewith and upon request of the Producer, the Animation Writer shall execute an exclusive written licence to evidence the foregoing, including but not limited to the right to produce, reproduce, publish and perform in public the Script Material or any substantial part thereof in any material whatsoever.

a) This right includes but is not limited to the sole right to make, reproduce, adapt, edit and publicly present in any language the Script Material as an Animation Production by means, now or hereafter known, of which the Script Material may be reproduced and performed.

b) This right includes, but is not limited to, the right to copy, sell, distribute, make available, rent out, communicate to the public by telecommunication (including the Internet), and to incorporate the Script Material into any other derivative works for sale and distribution.

803 Nothing in this Section limits the Animation Writer and the Producer from negotiating alternative division of rights with respect to copyright in the Script Material to that described in 802 above.

- 804 The Producer has the right to add to, delete from, change, modify and amend the Script Materials, and to use same in connection with any and all goods, services, products and institutions. Furthermore, the Producer owns absolutely all copyright in the Animation Production and shall be free from any claim to copyright in the Animation Production by the Animation Writer, but subject always to the payment to the Animation Writer of the Script Fee.
- 805 For greater clarity, the Animation Writer hereby assigns and shall assign the exclusive perpetual worldwide Merchandising Rights to the Producer unless otherwise agreed between the Animation Writer and Producer.
- 806 Upon payment of the contracted Script Fee and in the absence of any written agreement to the contrary, an Animation Writer shall not have any claim of any interest in the Animation Production based on Script Material contracted under this Section.
- 807 Notwithstanding the foregoing, nothing in this Section or any individual contract to which this Section applies, including the licensing of copyright in the Script Material, shall diminish any otherwise existing right of the Animation Writer to collect any of the “author’s share” of the Secondary Use Payments (as defined in this Section) in connection with any Animation Production based on the Script Material and the Animation Writer shall retain copyright in the Script Material for such purpose. For further clarity, it shall not be a violation of this Article 807 if language required by the SACD, to collect those monies paid directly to the SACD by broadcasters in connection with a “communication to the public”, does not appear in an Animation Writer’s contract.
- 808 The Animation Writer retains the right to collect any prize or monies awarded for the screenplay of an Animation Production.
- 809 Nothing in this Section or any individual contract to which this Section applies shall diminish any otherwise existing rights of the Producer to collect any of the “Producer’s share” of Secondary Use Payments in connection with any Animation Production based on Script Material.
- 810 Subject to any successful claim for a share of retransmission royalties by the Guild or the Canadian Screenwriters Collection Society or change to existing legislation, all net amounts collected and distributed by Collective Societies in

respect of the retransmission in North America of Animation Productions based on the Script Material are deemed receivable by the Producer.

Nothing in this Section shall preclude the Guild or the Association from commencing or participating in proceedings before any court or tribunal and/or lobbying for legislative changes regarding retransmission payments in North America or Secondary Use payments.

ARTICLE 9 – GRIEVANCE AND ARBITRATION

- 901 A party exercising its rights under the provisions of the Section does so without prejudice to its relations with the other parties.
- 902 A Grievance is defined as a difference between the Guild and a Producer, or the Guild and the Association, arising out of, or in connection with the administration, interpretation, application, operation or alleged violation of any provision of this Section, or any deal memorandum or contract between an Animation Writer or Animation Story Editor 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.
- 903 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 Guild and the authorized representative of the Producer, without recourse to the formal Grievance Procedure.
- 904 In recognition of the distinct nature of the writing craft, in the event that the complaint is not resolved in the manner described in Article 903 above, the grieving party may initiate a grievance within one hundred and twenty (120) days of the date on which the grieving party becomes, or ought reasonably to have become aware of the act or omission giving rise to the grievance.
- 905 A grievance shall be considered initiated when the initiating grieving party (the “Grievor”) sets forth in writing (the “Grievance”) the facts giving rise to the dispute, the relevant articles of the Section and the individual contract, and the remedy sought and delivers the Grievance to the other party to the Grievance (the “Respondent”) and to the Association. In all cases concerning an Animation Writer or Animation Story Editor, the Guild will be the Grievor or the Respondent, as the case may be.

- 906 A representative of the Guild, a representative of the Association, the Producer or its duly authorized representatives, and the Animation Writer or Animation Story Editor if the Guild deems it necessary, shall meet within five (5) business days to attempt to settle the Grievance informally. The persons present at the Grievance Meeting on behalf of the parties to the Grievance shall have the authority to settle the Grievance. Any written settlement shall be signed by the representatives of the parties to the Grievance, each of whom shall receive a copy of the terms of the settlement. A copy shall be sent to the Association. Such settlement shall be binding on all parties to the Grievance.
- 907 Those present at the Grievance Meeting shall adduce all relevant facts, documents and evidence available at the time of the grievance meeting in order that the parties may have the clearest understanding of the issues. At the meeting there shall be a full frank discussion of those issues, in order to achieve a fair and workable settlement.
- 908 In the event that attempts to settle the matter have not resulted in a satisfactory settlement of the Grievance, the Association shall notify the Guild ten (10) business days prior to a Joint Standing Committee or fifteen (15) business days prior to an Arbitration of its intention to further participate in the Grievance and Arbitration process. On providing such notice, the Association shall be considered a party. The participation of the Association shall be limited to matters of industry-wide significance and/or the interpretation of this Section except in circumstances where the Association is the initiating party or Respondent.
- 909 Within twenty (20) business days of the Grievance meeting, the referring party may give written notice to the other parties attending the Grievance Meeting and to the Association to refer 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.
- 910 The Joint Standing Committee shall convene, at a time and place to be agreed by the Guild and the Association, within three (3) weeks of receipt of the notice described in Article 909, or at such time as otherwise agreed between the parties.

- 911 The Joint Standing Committee shall be a panel of an equal number of representatives of the Association and the Guild consisting of four (4) or six (6) representatives in total (excluding Guild's and Association's staff).
- 912 The Association's representatives shall be directors, officers or permanent employees of Producers who are adhered to the Section at the time of the meeting of the Joint Standing Committee, or persons who are themselves signatory to the 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 Association shall advise the Guild as to the number of representatives to be appointed to represent the Association.
- 913 At least three (3) business days prior to the Joint Standing Committee hearing, or in the case of a grievance referred directly to Arbitration, fifteen (15) business days prior to the first scheduled day of the hearing, the parties to the Grievance shall inform the Guild and the Association of their representatives, and any witnesses they intend to call, and provide a copy of all documents, including all correspondence, to which they intend to refer during the course of the meeting, as well as a summary:
- i) identifying the issues in the grievance
 - ii) outlining the relevant facts of the grievance
 - iii) setting out a succinct statement of the submissions that each party intends to make the Joint Standing or Arbitration; and
 - iv) identifying the remedy sought.
- Notwithstanding the foregoing, the Joint Standing Committee, Arbitrator or Board of Arbitration may accept any documents or evidence that it considers necessary to reach a fair conclusion.
- 914 The Joint Standing Committee members shall appoint a chair-person 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) neither party shall be surprised by evidence or facts adduced before the Joint Standing Committee; and
 - iii) the Joint Standing Committee may recognize common industry practice where reasonable to do so under the circumstances.

- 915 The hearing portion of the Joint Standing Committee meeting shall be scheduled for no more than a total of four hours, and will proceed as follows:
- i) the Grievor shall have up to fifty (50) minutes to make oral representations, which shall be consistent with the material filed;
 - ii) the Respondent shall have up to fifty (50) minutes to make oral representations including response to the Grievor's submissions, which representations shall be consistent with the material filed;
 - iii) the Association acting as Intervenor shall have up to fifty (50) minutes to make oral representations including response to the submissions, which representations shall be consistent with the material filed;
 - iv) the Grievor shall have up to twenty (20) minutes to respond to the Respondent's submissions;
 - v) the Joint Standing Committee shall have up to (sixty) 60 minutes to ask questions and clarify issues raised by the material and oral submissions.
- Any time limitations prescribed herein may be extended by the Joint Standing Committee.
- 916 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.
- 917 The Joint Standing Committee shall not have the authority to amend or modify, add to or delete any provision of this Section.
- 918 All decisions of the Joint Standing Committee shall be in writing and shall be signed by all members of the Joint Standing Committee before being issued. When a decision has been reached, it shall be issued in writing before the Joint Standing Committee meeting has concluded, and copied forthwith to the parties to the Grievance and to the Association. If the members of the Committee have not yet concluded their deliberations, they may reconvene and issue a decision in writing to all parties named above no later than three (3) business days after the Joint Standing Committee meeting has concluded.
- 919 A majority decision of the Joint Standing Committee shall be final and binding on all parties to the Grievance. If the Joint Standing Committee fails to reach a majority decision, either party to the Grievance may, within two (2) weeks of the date of the hearing, refer the matter to arbitration by giving notice to the other party to the Grievance and to the Association.

920 Arbitration

Within two (2) weeks of the notice of the intent to refer described in Article 909 or 919, a time and place for arbitration shall be agreed, taking into account the availability of the Arbitrator.

- 921 The parties to the Section agree that except in exceptional cases agreed by the Guild and the Association, all arbitrable matters shall be heard by a single arbitrator. The selection of the single arbitrator shall be the subject of mutual agreement of the parties. 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:

Louisa Davie
Rick McDowell
Paula Knopf
Kevin Burkett
Michel Picher

In the event of a failure to agree upon a single arbitrator, the Minister of Labour of the appropriate province or territory, or such other authority as designated by law, if any, will be asked to appoint an arbitrator.

In exceptional cases, subject to agreement of the Guild and the Association, an arbitrable matter may be heard by a Board of Arbitration. The Board of Arbitration will be composed of one person, appointed by the Guild; and one person appointed by the Association; and a third person to act as chair chosen by the other two members of the Board. Each party will notify the other in writing of the name of its appointee within five (5) business days of the request by either party for a Board.

Should the person chosen by the Guild and the person chosen by the Association fail to agree on a third person within ten (10) days of the notification mentioned above, the Minister of Labour of the appropriate province or territory, or such other authority as designated by law, if any, will be asked to appoint a person to act as chair.

- 922 The Arbitrator or Board of Arbitration shall have all remedial powers vested in arbitrators under the labour relations legislation in the applicable province or territory. The Arbitrator has no jurisdiction to award punitive damages.

- 923 The Arbitrator or Board of Arbitration shall not have the power or authority to set aside, amend, modify delete or add to any provision of this Section.
- 924 The costs and expenses of the Arbitrator or Board of Arbitration shall be shared equally by the Guild, the Producer and/or the Association, when participating.
- 925 The decision of the Arbitrator or Board of Arbitration shall be issued in writing to the parties to the dispute, and the Association, and shall be final and binding on the parties.
- 926 Any time limitations prescribed herein may be extended by mutual agreement of the parties to the Grievance, the Guild and the Association.
- 927 Notices required to be given or sent pursuant to this Section shall be mailed, postage pre-paid, delivered personally or by courier, or sent by telefax, or other means of near instantaneous communication (including electronic mail) addressed as follows:

To the Guild:
Writers Guild of Canada
366 Adelaide St. W., Suite 401
Toronto, Ontario
M5V 1R9
FAX: (416) 979-9273
Attention: Director of Industrial Relations

To the Association:
Canadian Media Producers Association
1 Toronto Street
Suite 702
Toronto, Ontario
M5C 2V6
FAX: (416) 304-0499
Attention: Vice-President, National Industrial Relations and Senior Counsel

ARTICLE 10 – CREDITS AND CREDIT ARBITRATION

- 1001 In each contract with an Animation Writer for a Feature Film or Television Animation Production, the Producer shall provide credits to be given an

Animation Writer or Animation Story Editor in accordance with the terms of this Article. In the absence of such a provision, the terms of this Article shall be deemed to be incorporated into such a contract. In any case in which a director or a Producer or an Executive Producer who is not the sole Writer claims or is accorded a writing credit, the Producer shall automatically notify the Guild and an arbitration shall follow under the rules of Articles 1024 to 1037.

- 1002 Specific times shall be reserved in each production for credits to Animation Writers and Animation Story Editors. Such credits shall appear in the following manner:
- i) In the case of Feature Films and Television Animation Productions, Animation Writers' credits shall be governed by the provisions of this Article.
 - ii) In all other cases, credits shall be governed by the terms of the contract between the Animation Writer or Animation Story Editor and the Producer.

FORMS OF CREDIT

- 1003 In the case of Feature Films, subject to Articles 1005 and 1006, the only writing credits permitted shall be as follows:
- a) Where an Animation Writer has written both the Story or Screen Story and the Script for a production, the Animation Writer shall be entitled to the screen credit "By....." where such screen credit immediately follows the main title credit or "WRITTEN BY....." where the screen credit appears elsewhere in the production.
 - b) Where an Animation Writer has made a substantial written contribution to the writing of the Script, the Writer shall be entitled to the screen credit "SCREENPLAY BY...".
- 1004 In the case of Television Animation Productions, subject to Articles 1005 and 1006, the only writing credits permitted shall be as follows:
- a) Where an Animation Writer has written both the Story or Screen Story and the Script for a program, the Animation Writer shall be entitled to the credit "BY..." where such credit immediately follows the main title credit, or "WRITTEN BY..." where the credit appears elsewhere in the program.

- b) Where an Animation Writer has made a substantial written contribution to the writing of a Script, the Animation Writer shall be entitled to the screen credit “TELEPLAY BY...”.
- c) In the event of an animated program that is a Documentary, Variety or Magazine program or use of animated Excerpts as defined in section A2 of the IPA, the forms of credit in Articles A904 c) through g), A905 b), A906, A907 and A908 shall be applicable.

1005 The only other writing credits permitted (hereinafter referred to as subsidiary writing credits) shall be as follows:

Where an Animation Writer contributes to a Script by providing either the Story or the Screen Story or the Treatment or the Outline upon which the Script is substantially based, the Animation Writer shall be entitled to the screen credit “STORY BY...” or “SCREEN STORY BY...” as the case may be.

1006 Where an Animation Writer has written an adaptation from another language the Animation Writer shall be entitled to the credit “ADAPTED BY...” as a minimum credit.

1007 No other form of writing credit or subsidiary writing credits shall be permitted and no other form of credit or acknowledgment shall be accorded to an Animation Writer without the prior approval of the Guild. The approval of the Guild shall not be unreasonably withheld.

1008 Where a credited Animation Writer is also a director or producer of a program, s/he may receive the following presentation credit “A FILM BY...”.

LIMITATION OF NUMBER OF ANIMATION WRITERS

1009 The number of Animation Writers who may share credit for a Script in accordance with Articles 1003 and 1004 (a), (b) and (c) hereof shall not exceed three.

1010 The aggregate number of Animation Writers accorded subsidiary writing credits shall not exceed four.

- 1011 In exceptional cases the number permitted in Articles 1009 and 1010 may be increased with the consent of the Guild which consent will not be unreasonably withheld.
- 1012 When the names of more than one individual appear in the credits or subsidiary writing credits for a production, the names of the members of a Team shall be separated by an ampersand (“&”). All other Animation Writers’ names shall be separated by the word “and”. When Animation Writers’ names are separated by the word “and”, the names of the Animation Writers shall appear in the order in which they were engaged on the production.

POSITION AND SIZE OF CREDITS

- 1013 The name of an Animation Writer accorded a writing credit shall appear in lettering the height and width of which is no smaller than that used for the name of the Producer or director of the program, whichever is the larger, and on the program the writing credit shall appear for the same duration as that of the credit accorded to such Producer or director.
- 1014 The writing credit and the subsidiary writing credit may appear on the program on the same title card. The name or names of the writers referred to in the subsidiary writing credit shall not, however, appear in lettering the height or width of which is greater than fifty percent (50%) of that used for the name or names of the writer or writer(s) accorded writing credit.
- 1015 Subject to the provisions of Articles 1003 and 1004, the Animation Writer’s credit shall appear next to the director’s credit unless an individual producer’s credit appears between them. Only one Producer title card may appear between the Animation Writer’s and director’s credit. For the purposes of this Article, individual producer(s) shall mean individuals as accorded the credits “Producer” or “Executive Producer” only.

Examples of acceptable credit sequences are:

(in head credits)

(any other credit), Animation Writer, Director

Producer, Animation Writer, Director

Animation Writer, Producer, Director

(in tail credits)

Director, Animation Writer, (any other credit)

Director, Animation Writer, Producer

Director, Producer, Animation Writer

When any credit is shared by sequential writers, the names of the writers shall appear in the order in which they were engaged.

- 1016 No other written material may appear on the card with the above mentioned writing credits and no other card may interrupt the credit order set out in Article 1015.

CREDIT IN ADVERTISING AND PUBLICITY

- 1017 Subject to any waiver under Article 1023, the Producer shall accord writing credits on:

- a) all paid advertising relating to the program where the director is accorded credit, issued by or under the direct control of the Producer, and the size of the credit shall be the same as that of the director.
- b) all handouts, fact sheets, information folders and invitations relating to the program where the director is accorded credit, issued by or under the direct control of the Producer, and the size of the credits shall be the same as that of the director.

The foregoing credit requirements shall be subject to customary industry exclusions such as materials related to awards, nominations and congratulatory ads.

Equal prominence shall be given to all credited writers in advertising and publicity.

DUTY OF PRODUCER TO NOTIFY

- 1018 No later than thirty (30) days after the first day of principal cast recording of a program or episode or, in the case of a Television Documentary, no later than the date of recording of final narration, or the date of the fine cut if there is no narration recording, the Producer shall send to the Guild and to every person who has been engaged by the Producer (or, with the knowledge of the

Producer, to any predecessor of the Producer) to make a written contribution to the Script, a draft of the intended writing and subsidiary writing credits worded in accordance with the provisions of Article 1003 to 1008 and in the form of the Notice of Intended Writing Credits as in Schedule 2. Such notice will indicate the order in which the Producer proposes to announce the names of the Animation Writers, if more than one, accorded credit, and the placement of the writing and subsidiary writing credits in the credit sequence in accordance with Article 1015. If the production company proposes an Animation Writer who is also a director or Producer or Executive Producer, the notice shall so indicate.

The Producer shall send to the Guild and to every Animation Story Editor who has been engaged to provide Animation Story Editor services on any production the Notice of Intended Writing Credits form in Schedule 2 indicating intended on-screen Animation Story Editor credit(s) as negotiated per Article 603, and showing the placement and order in which the Producer proposes to announce the names of the Animation Story Editors. The Producer must file this notice for all productions prior to their wrap date.

- 1019 If any subsequent alteration to the intended writing or subsidiary writing credit is intended, the Producer shall notify the Guild and all Animation Writers involved of its intended alteration, but in any case the Producer shall notify any Animation Writer who has been engaged subsequent to the first day of production as to his/her proposed final credit. This notification should be not later than fourteen (14) days after the completion of filming or taping of the program.
- 1020 All notifications referred to in Article 10 shall be sent by hand, e-mail or facsimile and shall be delivered to the last known address, e-mail address or fax number of each Animation Writer or Animation Story Editor or his/her agent or to any other address which the Animation Writer or Animation Story Editor notifies to the Producer before the dispatch of such Notice.
- 1021 Upon the Guild's request, the Producer shall provide a copy of the final script as recorded, or, at the Producer's discretion, reasonable access to the final script as recorded, to any Animation Writer or Animation Story Editor receiving the Notice of Intended Writing Credits.
- 1022 Subject to the provisions of Article 1019 and 1023, if, within fourteen (14) days of the date of dispatch of the Notice of Intended Writing Credits (seven

(7) days in the case of a Series), no objection is received by the Producer and the Guild from any Animation Writer to whom such draft has been sent, the wording of the writing and subsidiary writing credits set out in the Notice of Intended Writing Credits shall become final and binding on all parties.

RIGHT OF ANIMATION WRITER OR ANIMATION STORY EDITOR TO FORGO CREDIT

1023 Every person who has been engaged by the Producer to make a written contribution to a Script shall be entitled to use a reasonable pseudonym in place of their name in any credit to which s/he may be entitled hereunder. An Animation Writer who declines a credit shall, nevertheless, retain his/her rights to participate in any fees that may be due on the exploitation of the program. Where an Animation Writer or Animation Story Editor declines a credit, the Animation Writer, or Animation Story Editor shall inform the Producer and the Guild of a pen-name to be substituted for his/her own name on the program credits. None of the Animation Writer's or Animation Story Editor's rights including but not limited to compensation of any kind shall be affected by the use of a pseudonym.

RULES OF CREDIT ARBITRATION

1024 If, within the period provided for in Article 1022, a written objection is received by the Producer and the Guild from any Animation Writer to whom such a draft has been sent, such objection shall (subject to Article 1038) be dealt with as follows:

1025 The Guild shall forward notice of the objection to the Association, when the Producer is a member of the Association. Thereafter, the Guild shall copy the Association on all communications to the Association's member in respect of the credit arbitration.

1026 The Guild shall forthwith appoint three Arbitrators who have relevant writing experience in the film and television industry to adjudicate on the objection in accordance with the Guild's established guidelines for credit arbitration, a copy of which shall be furnished to the Association. Arbitrators appointed under this provision are not "arbitrators" within the meaning of any labour relations legislation.

1027 Within seven (7) days of the objection being received by the Producer, the Producer shall deliver to the Guild one (1) legible copy of all Script Material as available relating to the program which it may have in its possession and shall notify the Guild of any such material which has previously been submitted to the Producer but which the Producer does not have a copy thereof. The Guild shall make best efforts to obtain such material and will submit such material to the Producer to verify that the Producer actually received such material. Where the Animation Production is based on Source Material, the Producer shall also deliver one (1) copy of the Source Material to the Guild.

1028 The Guild shall prepare a list of all materials received and shall forward in the next business day the list to the Producer and all participating writers to sign as confirmation that all Script Material and/or Source Material has been included. If any writer indicates that additional Script Material and/or Source Material is missing, the Guild shall make best efforts to obtain such material and will submit such material to the Producer to verify that the Producer actually received such material. Only Script Material or Source Material submitted to the Producer shall be submitted to the Arbitrators.

For the purposes of credit arbitration, a “participating writer” shall be any person:

- a) engaged by the Producer (or predecessor of the Producer) to provide Script Material; or
 - b) who has had Script Material acquired or purchased by the Producer (or predecessor of the Producer); or
 - c) whose Script Material has been provided by the Producer (or predecessor of the Producer) to subsequent Writers engaged on the same program; or
 - d) whose Script Material can be seen to be reasonably connected to the program;
- and whose Script Material becomes subject to the credit arbitration process.

If there is any uncertainty or dispute as to whether an individual fits the criteria for “participating writer”, the Guild’s Credit Committee will be consulted for a ruling which shall be final and binding on the parties.

1029 The credit arbitration shall commence when the Guild receives the signed confirmation referenced in Article 1028 from the Producer and all participating writers. In the absence of signed confirmation from any party,

that party (the non-respondent) shall be deemed to have confirmed the list of materials forty-eight (48) hours after receipt of such list of materials.

- 1030 If there is uncertainty or dispute as to whether the material is Script Material, Source Material or whether or not the material was submitted to the Producer, the Guild's Credit Committee shall determine whether or not the material shall be submitted to the Arbitrators. The ruling of the Credit Committee shall be final and binding on the parties.
- 1031 The Producer shall, if requested by the Arbitrators, co-operate with the Arbitrators to arrive at a just determination by furnishing any available information required by the Arbitrators and shall provide them with a copy of the program if it is available at the time of arbitration.
- 1032 All representations made to the Arbitrators shall be in writing. Both the Producer and the Guild hereby recognize the need for arbitration to be conducted in such a way as to preserve at all times the anonymity of the Arbitrators.
- 1033 Within twenty-one (21) days, (thirty (30) days in the case of Feature Films, Television Movies, Mini-Series and Documentaries) of receipt by the Guild of signed confirmation from the Producer and all participating writers as per Article 1028 above or deemed approval as per Article 1029 of all material referred to in Article 1027, the Arbitrators shall deliver their decision in writing to the Guild. The Guild shall immediately convey the decision in writing to the Producer.
- 1034 The decision of the Arbitrators, or the majority of them in the case of disagreement, shall be final and binding on all parties, provided always that if the Arbitrators fail to communicate their decision to the Guild within the period of twenty-one (21) days (thirty (30) days in the case of Feature Films, Television Movies, Mini-Series and Documentaries) the credits proposed by the Producer shall be final and binding on all parties.
- 1035 The program shall not be commercially exploited until the credit arbitration is complete. However, when the Producer has imminent delivery dates, the Guild will endeavor to expedite the arbitration.
- 1036 The decision of the Arbitrators may be published in such media as the Guild may determine.

1037 With respect to Article 10, the Animation Writers, Guild (on its own behalf and on behalf of its members), Arbitrators and Credit Committee (the “Releasing Parties”) release, hold harmless and forever discharge all of the other Releasing Parties from any and all actions, causes of action, claims and demands for damages which may have been or thereafter may be sustained in connection with any proceeding before the Arbitrators and/or the Credit Committee, the decisions of the Arbitrators and/or the Credit Committee, and/or any publication of the findings and/or decisions of the Arbitrators and/or the Credit Committee. In addition, the Releasing Parties agree to not make any claim or take any proceeding against any third party to the credit arbitration who or which might claim contribution or indemnity from the other Releasing Parties. Nothing in this article shall be construed so as to restrict the parties’ right to pursue a grievance in accordance with Article 9.

OTHER AGREEMENTS

1038 If the work of one or more of the persons who have contributed to the script of the program is not subject to the terms of this Article 10, then in the event of Arbitration the Arbitrators may take into account the provisions of any agreements which the Guild may have with any foreign association of Writers for the determination of credit in such circumstances.

1039 Whereas some provisions for credit for Animation are newly introduced in this Agreement,

a) Notwithstanding the provisions for credits for Animation productions contained in Article 10, with regard to the :

- i) repackaging
- ii) use in compilations, and
- iii) publicity

of Animation Productions, for the duration of the term of this Agreement, the Guild agrees that the Producer may vary from the terms regarding placement of credit on Animation Productions when such modifications are reasonably required for commercial exploitation due to the foregoing uses.

b) All other terms of the IPA including those regarding credits for Animation Productions shall remain in force.

ALTERNATIVE PROCEDURE

1040 If an objection to proposed credits is received by the Producer within the fourteen (14) or seven (7) day period provided for in Article 1022, as a preliminary alternative to arbitration in accordance with Articles 1024 to 1038, the Producer may dispatch a revised draft of proposed credits and if dispatched within seven (7) days of receipt of such objection, such revised draft shall be dealt with in accordance with Article 1024 to 1037 as though such revised draft were the original draft.

AGREEMENT BETWEEN WRITERS ON CREDITS

1041 When more than one Animation Writer has contributed to the writing of a Script and all contributing Animation Writers agree unanimously among themselves as to which of them shall receive credit and to the form of such credit, then provided that:

- a) the number of Animation Writers receiving such credit does not exceed two (where two Animation Writers have collaborated on a Script as a bona fide Team, the credit of these two Animation Writers shall count as one credit);
 - b) the form of such credit is in accordance with this Article;
 - c) the Producer and the Guild are notified of the agreed form of such credit prior to final determination of the credits in accordance with the terms of this Article;
- such credit shall be final and binding on all parties.

ASSIGNMENT OF RIGHTS

1042 In any contract with a third party into which the Producer enters which relates to dealing with any rights in the work of an Animation Writer, the Producer shall obtain an undertaking that such third party will:

- a) in the case of an assignment of rights in such work for the purpose of the production of a program, assume and perform the obligations to the Animation Writer of the Producer herein contained;

- b) in the case of a contract for the distribution or sale of any program in respect of which such Animation Writer is entitled to credit hereunder, accord the Animation Writer such credit on all copies of such program made or issued by such third party, and in all paid advertising (subject to the exclusion set out in Article 1023) issued by or under the direct control of such third party, in which the name of the director of such film appears, and the size of the credit shall be the same as that of the director.
- 1043 The Producer shall be relieved of its obligations to accord Animation Writer credit on all copies of the Production made or issued by a third party as referenced in Article 1042(b) only if the Producer obtains a signed copy of the undertaking provided in Appendix Q and delivers it to the Animation Writer.
- Should the Producer fail to obtain such undertaking, the Producer shall remain responsible for all obligations for credit accorded to the Animation Writer, and shall be liable for any breach of the contract with the Animation Writer or this Agreement arising out of any breach of Article 10 credit provisions, including breaches by a third party with whom it has signed a contract for distribution or sale.
- INADVERTENT BREACH OF ARTICLE 10**
- 1044 No inadvertent breach of the terms of Article 10 shall be deemed a breach of Article 10 by the Producer, provided that the Producer will endeavor to prevent any further breach after the receipt of written notice specifying details of the alleged breach.
- 1045 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 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 Animation Writer 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, the Association, where relevant, and the Guild. The cost of these advertisements will be borne by the Producer.

PRODUCTION CREDITS

- 1046 References contained herein to the credit accorded to the director of the program are limited to the director's credit as director and do not extend to any "production" or "presentation" credit accorded to the director.
- 1047 The Producer shall use best efforts to include the Guild logo on the credit roll. The Guild shall provide the Producer with the appropriate artwork in adequate time to facilitate the inclusion of the Guild logo. Where the Guild logo appears, the Producer shall also use best efforts to include the Association logo, where relevant, on the credit roll. The Association shall provide the Producer with the appropriate artwork in adequate time to facilitate the inclusion of the logo.

ARTICLE 11 – TERM

- 1101 The term of this section shall run concurrent with the term of the Writers Independent Production Agreement (IPA) 2019-2022, effective from July 1, 2019 to June 30, 2022.

BLENDED PRODUCTION

Blended Production means a program which combines live action and animation techniques.

1. a) In the case of a Blended Production where fifty-one percent (51%) or more of the longest initial version of the program consists of live-action content, the Writer(s) shall be contracted under the general provisions of the Independent Production Agreement.
- b) In the case of a Blended Production where fifty-one percent (51%) or more of the longest initial version of the program consists of animation content, the Writer(s) shall be contracted under the Animation Section.
2. Where a program does not clearly fall into 1a) or b) above, the Guild, the Producer and the Association, if the producer is a member, shall discuss the appropriate contracting for the program. Where the parties above are unable to agree, the matter shall be referred to a Joint Standing Committee, or, at the request of any of the parties, to Arbitration.

Please check one of the following:

____ The Producer hereby certifies that it is a member in good standing of the CMPA.
Membership No. _____

The Negotiation Protocol set out in Appendix A 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 Association on the one hand, and the Guild on the other hand, subject to ratification.

OR:

____ The Producer hereby certifies that it is not a member in good standing of the CMPA. The Negotiation Protocol set out in Appendix A is not incorporated herein by reference, and the Producer does not appoint the CMPA as its exclusive bargaining agent.

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

Dated this _____ day of _____, 20__

(Name of Signatory Producer)

Address of Signatory Producer

Phone and fax number of Signatory Producer)

(Authorized Signature)

(Print or type name of Authorized Signatory)

Receipt of the above Voluntary Recognition Agreement is hereby confirmed by the
Writers Guild of Canada

(Authorized Signature)

(Print or type name of Authorized Signatory)

(Date)

Animation Section – Schedule 2

(See Animation Section, Article 1018)

NOTICE OF INTENDED WRITING CREDITS FOR ANIMATION PROGRAMS

The Animation Section of the Writers Guild of Canada Independent Production Agreement states that **at least 30 days after the first day of principal cast recording of a program or episode**, or, in the case of a Documentary, on recording of the final narration or at the fine cut if there is no narration recording, the Producer shall deliver concurrently to the WGC and all Animation Writers and Animation Story Editors who have been engaged on the project, a draft of the intended writing credits.

Please complete the following and submit copies to all concerned. If within 14 days of the date of dispatch of this notice (**7 days in the case of a Series**), no objection is received by the Producer and the Guild from any Animation Writer, the writing and subsidiary writing credits set out in this notice shall become final and binding on all parties.

Production Title: _____

Episode Title: _____

Type of Production: _____
(i.e. Animated Series, Animated Feature Film, etc.)

Production Company: _____

Producer(s): _____

ANIMATION WRITERS: _____

A) The proposed writing credits on screen are:

(As per the Credits Section of the Animation Section, **Articles 1003 – 1007**, the acceptable list of writer credits includes these wordings: By, Written By, Screenplay by*, Teleplay by*, Story by**, Screen Story by**, Documentary Script by, Narration Written by, Contributing Writer, Continuity Writer. Any variation from these terms must be approved by the WGC.)

* Used **only** in conjunction with a "Story by" or "Screen Story by" credit

** Used **only** in conjunction with a "Screenplay by" or "Teleplay by" credit

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continued on page 2

B) Production personnel sharing credit

If an individual proposed for writing credit is a director, or a Producer or Executive Producer of the program, please indicate here, in accordance with Article 1004:

Name

Position

Name

Position

C) Placement of writer credits:

The title card with the Animation Writer's credit shall appear next to the title card with the credit to the individual Producer(s), when the Producer(s) credit is next to the Director's; in all other cases, the card with the Animation Writer's credit shall appear next to the card with the Director's credit.

The proposed placement of the writing credit is:
(in head credits)

- ☐ (any other credit), Animation Writer, Director
- ☐ Producer, Animation Writer, Director
- ☐ Director, Producer, Animation Writer

(in tail credits)

- ☐ Director, Animation Writer, (any other credit)
- ☐ Director, Animation Writer, Producer
- ☐ Animation Writer, Producer, Director

D) Animation Story Editors

The proposed credits for Animation Story Editors on screen are:

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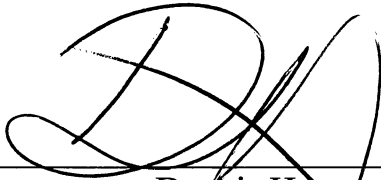
Please copy this form to all Animation Writers/Animation Story Editors who have been engaged on the project.

Authorized Signature _____

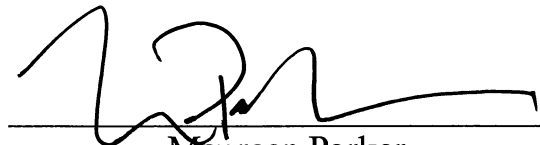
Date _____

In witness whereof the parties have caused this Agreement to be executed this 1st day of July, 2019.

WRITERS GUILD OF CANADA



Dermis Heaton
President



Maureen Parker
Executive Director

CANADIAN MEDIA
PRODUCERS ASSOCIATION



Warren Ross

Vice-President, National Industrial Relations and Senior Counsel

APPENDIX A
NEGOTIATION PROTOCOL

THE WRITERS GUILD OF CANADA
(the “Guild”)

and

THE CANADIAN MEDIA PRODUCERS ASSOCIATION
(“the Association”)

The parties hereto agree to the following provisions, which are reproduced in the IPA as an Appendix thereto, (but which Appendix is executed separately from the IPA) which shall be and remain in effect following the expiry of the term of the IPA.

Definitions:

1.1 *producer* – shall mean any member producer, any common producer, or any successor producer

member producer – shall mean any member of the Association who is a signatory to a Voluntary Recognition Agreement

common producer – shall mean a person, corporation or other entity under common direction or control with a member producer and who engages in associated or related activities or businesses

successor producer – shall mean a person, corporation or other entity to whom a member producer sells its business

sells – shall include leases, transfers, and any other manner of disposition, and “sold” and “sale” have corresponding meanings.

business – shall include any undertaking or business and any part thereof

Recognition:

2.1 The Association recognizes the Guild as the sole and exclusive bargaining agent for all writer members covered by the IPA agreement.

- 2.2 The Guild recognizes the Association as the sole and exclusive bargaining agent for all producers who execute a Voluntary Recognition Agreement, as attached.
- 2.3 Upon notice being given by the Guild, the Association shall provide the Guild with a current list of all member producers within thirty (30) days of receipt of said notice.
- 2.4 The Guild shall not enter into separate negotiations or collective agreements with any member producer, nor shall it enter into separate agreements with any such member producer with respect to matters dealt with in negotiations or collective agreements between the Guild and the Association.
- 2.5 Except by prior agreement with the Association, the Guild shall not enter into any agreement with any Producer in independent production at rates or terms more favourable to such Producer than those set forth in this Agreement and shall not permit Writers, Story Editors or Story Consultants to be engaged at rates less than those provided for herein or upon terms more favourable to such Producer than set forth herein.
- 2.6 The Guild agrees to recognize the negotiating team as appointed by the Association as the sole bargaining agent for all Producers.
- 3. Agreement to Follow Terms of Protocol
 - 3.1 The above parties to the IPA agree to the terms of this Negotiation Protocol which is included as an Appendix to the IPA, the provisions of which shall govern the Parties including all producers who are signatory to a Voluntary Recognition Agreement and their negotiations for the renewal of this Agreement.
- 4. Agreement to Bargain in Good Faith
 - 4.1 The parties agree to meet within forty-five (45) days of notice having been given pursuant to Article A113 and to commence to bargain in good faith and to make every reasonable effort to enter into a new Agreement.
- 5. Freeze
 - 5.1 While bargaining continues, and until the right to strike or 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 nor any producer shall threaten to alter or alter any of the terms thereof. In particular, without limiting the generality of the foregoing no Producer shall alter any rates or any other term of the current IPA or any right or privilege of the Writers in the bargaining unit or any right or privilege of the Guild until the requirements of paragraph 7.1 have been met, unless the Guild consents to the alteration in writing.

6. Conciliation

- 6.1 Where a party considers that reasonable efforts to enter into a new Agreement have been made, the said 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 persons who 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 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 suggested conciliation officers of the other party, or shall indicate that none of the suggested conciliation officers are acceptable. The party responding may suggest alternative conciliation officers as a part of its written response and the party giving original notice of a request for conciliation shall either accept such alternative suggestions or in the alternative, within ten (10) days of receipt of the notice, request the appointment of a conciliation officer. Without prejudice to the Association's assertion that work performed under the IPA is subject to provincial jurisdiction, request for the appointment of a conciliation officer shall be made to the Federal Minister of Labour as per section 71 of the *Canada Labour Code*, R.S.C., 1985, c.L-2 as amended.
- 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.

- 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 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 the Guild, and by the Association.
7. No Strike or Lockout
- 7.1 The parties agree that the Guild shall not declare or authorize a strike against any Producer 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 Article 6.5.
- 7.2 The parties agree that neither the Association nor any Producer who is signatory to a Voluntary Recognition Agreement shall declare or cause a lock out, until the term of the Agreement has expired and until fifteen days have elapsed from the date on which the conciliation officer sent the report to the Minister as set out in Article 6.5.
- 7.3 The parties to this Agreement, the individual members of the Guild and all of the Producers who are signatory to a Voluntary Recognition Agreement agree that the Guild shall be authorized and permitted to call a strike in compliance with the terms of this Appendix, notwithstanding the fact that the Guild 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 Guild 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.
- 7.4 The parties to this Agreement, the individual members of the Guild and all of the Producers who are signatory to a Voluntary Recognition Agreement agree that the Association shall be authorized and permitted to declare a lock out 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 Association shall be entitled to legally declare such lock out in any

such province or territory so long as the provisions of this Appendix have been adhered to.

- 7.5 The parties to this Negotiation Protocol agree that a *Strike* or *Lock Out* shall have the same meaning as those terms have under the terms of the *Canada Labour Code*.

8. Dispute Resolution

- 8.1 Within one hundred and eighty (180) days of the Guild knowing or being reasonably expected to have known the facts giving rise to its claim, the Guild has the right to allege that any person, corporation or other entity is a producer and therefore bound by the terms of the IPA and this protocol.

- 8.2 The Guild shall make any allegations pursuant to Article 8.1 of this Appendix or of a 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 producer(s) and the Association.

- 8.3 The responding parties shall be allowed fifteen (15) business days from the date the Notice was sent by Registered Mail in which to file a response, outlining their respective positions.

- 8.4 All parties shall endeavour to settle all outstanding issues arising from the Notice and Response(s) within the next five (5) business days.

- 8.5 Failure to reach a settlement shall entitle the Guild to refer the matter to final and binding arbitration. The arbitration procedure shall be governed in all respects by the provisions of this Appendix.

9. Arbitration

- 9.1 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:

Louisa Davie
Rick McDowell
Paula Knopf

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

- (a) to 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 Arbitration in the proceedings;
- (b) to administer oaths and solemn affirmations;
- (c) to 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;
- (d) to 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;
- (e) to make such examination of records and such inquiries as it deems necessary;
- (f) to require a producer to post and keep posted in appropriate places any notice that the Arbitrator considers necessary to bring to attention of any Writers any matter relating to the proceeding;
- (g) subject to the *bona fide* productions 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;
- (h) to authorize any person to do anything the Arbitrator may do under paragraphs a. to g., inclusive and to report to the Arbitrator thereon;
- (i) to adjourn or postpone the proceeding from time to time;
- (j) to 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;

- (k) to amend or permit the amendment of any document filed in connection with the proceeding; and
 - (l) to add a party to the proceeding at any stage of the proceeding.
- 9.3 The parties agree and acknowledge that the Arbitrator has exclusive jurisdiction to exercise the powers conferred upon it by the provisions of this Appendix 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 Appendix 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.
- 9.4 The parties agree and acknowledge that the Arbitrator shall have the authority to order such remedy as is necessary to give real and substantial relief to any aggrieved party and in so doing may determine what, if anything, a producer, an Association, the Guild or a writer shall do or refrain from doing.
- 9.5 Where, in the opinion of the arbitrator, two or more persons, corporations or other entities constitute a common producer, the arbitrator shall so declare and such declaration shall have the effect that the persons, corporations or entities shall be treated as a single producer under this agreement. Without limiting the Arbitrator's general remedial powers, the Arbitrator may order that a member producer assume all rights and obligations, under the IPA (or the terms and conditions of the IPA as frozen by this Agreement) and any individual contract with a writer, of any person, corporation or other entity.
- 9.6 Where, in the opinion of the arbitrator, a person, corporation or other entity is a successor producer, the arbitrator shall so declare and such declaration shall have the effect that the successor producer shall assume all rights and obligations of the member producer under the IPA (or the terms and conditions of the IPA as frozen by this Appendix) and any individual contract with a writer.
- 9.7 In the event that a successor producer does not comply with its obligations resulting from a declaration under Article 9.6 of this Appendix within thirty (30) days, the Guild may bring the matter back before the Arbitrator, who, upon proof of non-compliance, shall declare that the member producer remains liable with respect to any obligations under the IPA (or the terms and conditions of the IPA

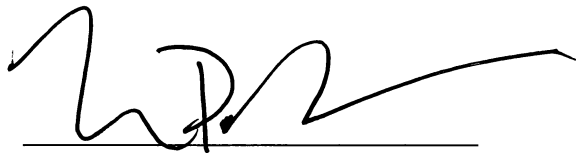
as frozen by this Appendix) and any individual contract with a writer, as if no sale had been made.

Dated this 1st day of July, 2019.

The Canadian Media
Producers Association, per:



The Writers Guild of Canada
per:



APPENDIX B

(See Article A104)

Prior to contracting a Writer, Story Editor or Story Consultant, Producers who agree to become parties to this Agreement shall sign a Voluntary Recognition Agreement as follows on their own letterhead and forward it to the Guild. This Voluntary Recognition Agreement shall constitute a binding and irrevocable obligation by the Producer to the terms and conditions of this Agreement where such Producer is involved in the production of a program:

VOLUNTARY RECOGNITION AGREEMENT

(Bargaining Authorization and Voluntary Recognition Agreement)

I, _____ (Insert name of individual) on behalf of the Producer hereby acknowledge receipt of the Independent Production Agreement dated July 1, 2019 to June 30, 2022 covering Freelance Writers of Theatrical Films, and Television Programs and other Production between the Canadian Media Producers Association (CMPA) and the Writers Guild of Canada (the Guild) 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 the said Agreement. The Producer agrees to abide by and conform to all the terms and conditions contained herein.

The Producer recognizes that the Guild is the exclusive bargaining agent of Writers, Story Editors and Story Consultants as defined in the IPA and recognizes the CMPA, if the Producer is a member, as the Producer’s sole and exclusive bargaining agent.

We hereby certify that we are/are not a member in good standing of the CMPA:

For CMPA Members:

_____ The Producer hereby certifies that it is a member in good standing of the CMPA:

Membership No. _____

The Negotiation Protocol set out in Appendix A of the IPA is hereby incorporated herein by reference, and by signing this document, the Producer appoints its Association 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 Association on the one hand, and the Guild on the other hand, subject to ratification.

OR:

___ The Producer hereby certifies that it is not a member in good standing of the CMPA. The Negotiation Protocol set out in Appendix A is not incorporated herein by reference, and the Producer does not appoint the CMPA as its exclusive bargaining agent.

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

Dated this _____ day of _____, 20__

(Name of Signatory Producer)

(Address of Signatory Producer)

(Phone and fax number of Signatory Producer)

(Authorized Signature)

(Print or type name of Authorized Signatory)

Receipt of the above Voluntary Recognition Agreement is hereby confirmed by the Writers Guild of Canada

(Authorized Signature)

(Print or type name of Authorized Signatory)

(Date)

APPENDIX C
(See Article A704)
IPA 2019-2022
STANDARD WGC WRITER'S AGREEMENT

Name of Production:_____

Name of Episode (if applicable):_____

Effective as of : _____

Producer: _____

Address: _____

Writer's Loan-out Company (if applicable):_____

Writer: _____

WGC Number (if applicable):_____

WGA member: Yes/No

Address: _____

GST Number: _____
Provincial tax number: _____

If writing as a team:

Writer's Loan-out Company (if applicable):_____

Writer: _____

WGC Number (if applicable):_____

WGA member: Yes/No

Address: _____

GST Number: _____
Provincial tax number: _____

Type of Program:_____

Broadcast Length:_____

Contracted Under Article:_____

Tentative Credit:_____

Script Material contracted for:_____

Script Fee: \$_____
(which Script Fee is an advance against any Production Fee)

Based on material supplied by Producer: No _ Yes _

Specify:_____

Writers previously engaged on the Production:

Overscale amounts payable when:_____

Cheques shall be made payable to:_____

Delivery dates – on or before:

Stage:_____	Delivery Date:_____
Stage:_____	Delivery Date:_____
Stage:_____	Delivery Date:_____
Stage:_____	Delivery Date:_____

To be agreed upon _

1. This agreement is subject to the terms of the current WGC Independent Production Agreement (“IPA”). All the terms of the IPA shall be deemed to be included herein, except where specific terms more beneficial to the Writer are included in this agreement in place of the relevant minimum terms in the IPA. If in any other respect any provisions of this agreement conflict with the terms and conditions of the IPA, then the IPA shall prevail, and in such event the conflicting provisions of this agreement shall be deemed to be modified to the extent necessary to cause it to conform to the terms and conditions of the IPA and, as modified, this agreement shall continue in full force and effect.

2. All additional terms must be attached as a rider hereto.

Producer

Writer's Loan-
out Company

Writer's Loan-
out Company

Per

Per

Per

Date: _____

Date: _____

Date: _____

Writer
(If no Loan-out Company)

Writer

Writer

Date: _____

Date: _____

Date: _____

Within seven (7) days of signing, the Producer shall forward a copy of this contract to the WGC and the CMTA (per A707).

APPENDIX D

(See Article A704)

IPA 2019-2022

STANDARD WRITERS GUILD OF CANADA STORY EDITOR'S AGREEMENT

Effective as of: _____

Producer: _____

Address: _____

Story Editor's Loan-out Company (if applicable): _____

Story Editor: _____ WGC Number: _____

Address: _____ GST No: _____

_____ Provincial tax No: _____

_____ WGA member: Yes/No

If working as a team:

Story Editor's Loan-out Company (if applicable): _____

Story Editor: _____ WGC Number: _____

Address: _____ GST No: _____

_____ Provincial tax No: _____

_____ WGA member: Yes/No

Type of Program: Television Series

Broadcast Length: _____ Contracted Under Article: A8

Name of Production: _____

Name of Episode (if applicable): _____

Tentative Credit: _____

Service Provided: _____

Fee*: \$ _____

please indicate if this is daily fee/ per week/per month or per episode

*Article A803: Story Editors' fees shall not be deductible from the Production Fee or Distribution Royalties.

Aggregate Fee (including services contracted in additional capacities): _____

Based on material supplied by Producer: No _____ Yes _____

Specify: _____

Cheques shall be made payable to: _____

Term of work engagement: _____ **Start date**

_____ **Completion date**

1. This agreement is subject to the terms of the current WGC Independent Production Agreement ("IPA"). All the terms of the IPA shall be deemed to be included herein, except where specific terms more beneficial to the Writer are included in this agreement in place of the relevant minimum terms in the IPA. If in any other respect any provisions of this agreement conflict with the terms and conditions of the IPA, then the IPA shall prevail, and in such event the conflicting provisions of this agreement shall be deemed to be modified to the extent necessary to cause it to conform to the terms and conditions of the IPA and, as modified, this agreement shall continue in full force and effect.

2. All additional terms must be attached as a rider hereto.

Producer	Story Editor Loan-out Company	Story Editor Loan-out Company
Per: _____	Per: _____	Per: _____
Date: _____	Date: _____	Date: _____
Story Editor (if no loan-out company)		
_____	_____ Story Editor	_____ Story Editor
	Date: _____	Date: _____
Option to extend services:	No _____ Yes _____ Terms: _____	

Within seven (7) days of signing, the Producer shall forward a copy of this contract to the WGC and the CMPA (per A707).

APPENDIX E

(See Article A707, Animation Section Article 125)

NOTICE OF ENGAGEMENT

(to be faxed to the WGC)

Date:

Name of Production:

Producer:

Address:

The individual(s) named below have been engaged on the above-noted program.

<u>Name of Writer</u> (indicate if Team)	<u>Engagement</u> (specify, i.e. Teleplay, Story Editor)	<u>Gross Fee</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Executed contracts will be forwarded within seven (7) days of signing.

Authorized Signature

Date

A Notice of Engagement form as in Appendix E shall be filed with the Guild if there is not yet a signed contract. A copy of every contract between a Writer or Story Editor or Story Consultant and any Producer adhering to this Agreement shall be deposited with the Guild office by the Producer within seven (7) days of the signing of the contract.

APPENDIX F

(See Articles A921, C1002)

NOTICE OF INTENDED WRITING CREDITS

The Writers Guild of Canada Independent Production Agreement states that **at least 15 days prior to the first scheduled day of principal photography or, in the case of a Documentary, on recording of the final narration or at the fine cut if there is no narration recording**, the Producer shall deliver concurrently to the WGC and all Writers, Story Editors and Story Consultants who have been engaged on the project, a draft of the intended writing credits.

Please complete the following and submit copies to all concerned. If within 14 days of the date of dispatch of this notice (**7 days in the case of a Series**), no objection is received by the Producer and the Guild from any Writer, the writing and subsidiary writing credits set out in this notice shall become final and binding on all parties.

Production Title: _____

Episode Title: _____

Type of Production: _____
(i.e. Feature, TV Drama, TV Doc, TV Variety)

Production Company: _____

Producer(s): _____

WRITERS: _____

A) The proposed writing credits on screen are:

(As per the Credits Section of the Writers Guild IPA, **Articles A903 – A911**, the acceptable list of writer credits includes only these wordings: By, Written By, Screenplay by*, Teleplay by*, Story by**, Screen Story by**, Documentary Script by, Narration Written by, Contributing Writer, Continuity Writer. Any variation from these terms must be approved by the WGC.)

* Used **only** in conjunction with a "Story by" or "Screen Story by" credit

** Used **only** in conjunction with a “Screenplay by” or “Teleplay by” credit

--

continued on page 2

APPENDIX G

(See Article A1110)

DECLARATION OF RECEIPTS AND DISTRIBUTION ROYALTY PAYMENTS

The Independent Production Agreement requires the payment of a Distribution Royalty based upon Distributors' Gross Revenue to all credited Writers as provided in Article C11 of the IPA. Such Royalty payments are made at least annually and as per the required reporting period and must be accompanied by a statement of all Distributors' Gross Revenue in accordance with the following Distribution Royalty Payment Form. Insurance and Retirement contributions and Writer deductions must be remitted in relation to Distribution Royalty payments. In the case of a limited company, certification must be by an officer or director of the company.

The Distribution Royalty Payment Form contains separate first pages for single productions and series. All subsequent pages are to be included for all projects.

In accordance with the terms of the Distributor's Assumption Agreement:

a) a Distributor shall be under no obligation to pay Distribution Royalties pursuant to the IPA and this Distributor's Assumption Agreement until such time as the aggregate Distributors' Gross Revenue exceeds one hundred percent (100%) of the Budget less any Canada Media Fund licence fee top-up, and

b) if more than one party (i.e. the Producer and one or more Distributors, or more than one Distributor) reports Distributors' Gross Revenue for a project, for the reporting period that coincides with the point where Distributors' Gross Revenue exceeds one hundred percent (100%) of the total Budget less any Canada Media Fund licence fee top-up, the Guild shall notify the Producer and all Distributors who have signed a Distributor's Assumption Agreement of the pro-rata portion of Distributors' Gross Revenue to be reported by the Producer and/or each Distributor for inclusion on the Distribution Royalty Payment form.

c) For greater clarity, the Budget that forms part of the above Distribution Royalty calculation must be the Budget on which the Production Fee calculation for the production was based.

DISTRIBUTION ROYALTY PAYMENT FORM
(see following)

APPENDIX G

INDEPENDENT PRODUCTION AGREEMENT 2019-2022 (Article A1110)

STATEMENT OF DISTRIBUTORS' GROSS REVENUE

SINGLE PRODUCTION

WGC PROJECT ID

Section ① Filed By:

Company _____ Producer ☐ Distributor ☐ Rights Holder ☐
Address _____
Contact _____ Phone _____ Fax _____

Section ② Production Information:

Final Title _____ Previous Title _____
Production Company _____ Year Produced _____
Included in a Distribution Package (Article A1110 (v))? YES ☐ NO ☐ Budget \$ _____
The Budget in this form must be the Budget on which the Production Fee calculation for the production was based.
Official Treaty Co-Production? YES ☐ NO ☐ CMF licence fee top-up \$ _____ (if applicable)
Head Distributor _____ Delivered to Distributor on mm / dd / yyyy

Section ③ Report Summary:

Cumulative, All Periods of Distribution to: mm / dd / yyyy Due Date mm / dd / yyyy
(Article A1110 ii)

Distributors' Gross Revenue (From Section ⑤, Page 2) \$ _____ A

If reporting in a period where the Aggregate Distributor's Gross Revenue exceeds the project budget - CMF licence fee top-up, (as confirmed by the WGC), complete lines B to J

WGC confirmed pro-rata portion of Aggregate Distributor's Gross \$ _____ B

Royalty Base (Line A – Line B) (If greater than \$0.00 proceed to Line D) \$ _____ C

Royalty Payable (Line C X 3.2 %) \$ _____ D

Less: Prior Royalty Payments (If applicable) \$ _____ E

Royalty Payable With This Report (Line D – Line E) \$ _____ F

Administration Fee (If applicable) (Line D X 2%) \$ _____

GST \$ _____ G

Total Payable to WGC for Credited Writers (Line F +Line G) \$ _____ H

Total Payable to AFBS (Line D X 12%) \$ _____ I

Section ④ Interest Payable:

Date Filed mm / dd / yyyy Due Date mm / dd / yyyy
Number of months late _____ Interest Payable (Article A1103) \$ _____ J

Certification

Certified correct: _____ Date: _____
Signature _____ Title: _____
Authorized Official (Print or Type) _____

APPENDIX G**INDEPENDENT PRODUCTION AGREEMENT 2019-2022 (Article A1110)**
STATEMENT OF DISTRIBUTORS' GROSS REVENUE**SERIES PRODUCTION**WGC PROJECT ID **Section ① Filed By:**

Company Producer ☐ Distributor ☐ Rights Holder ☐

Address

Contact Phone Fax

Section ② Production Information:

Final Title Previous Title

Production Company Year Produced

Included in Distribution Package (Article A1110)? YES ☐ NO ☐ Official Treaty Co-Production? YES ☐ NO ☐

The Budget in this form must be the Budget on which the Production Fee calculation for the production was based.

Head Distributor Delivered to Distributor on m m / d d / y y y y

Budget \$ Ep. Budget \$ CMF licence fee top-up \$
(if applicable)

Section ③ Report Summary:

Cumulative, All Periods of Distribution to: m m / d d / y y y y Due Date m m / d d / y y y y
(Article A1110 ii)

Distributors' Gross Revenue (Section ⑤, Page 2) Total \$ Per Episode \$ **A**

If reporting in a period where the aggregate Distributor's Gross Revenue exceeds the project budget - CMF licence fee top-up, (as confirmed by the WGC) complete lines B to K

Per episode WGC confirmed pro-rata portion of Aggregate Distributor's Gross \$ **B**

Per Episode Royalty Base (Line A – Line B) (If greater than \$0.00 proceed to Line D) \$ **C**

Per Episode Royalty Payable (Line C X 3.2%) \$ **D**

Total Royalty Payable (Episodes to which WGC Royalties apply X Line D) \$ **E**

Prior Royalty Payments (If Applicable) \$ **F**

Royalty Payable With This Report (Line E – Line F) \$ **G**

Administration Fee (If applicable) (Line G X 2%) \$

GST \$ \$ **H**

Total Payable to WGC for Credited Writers (Line G + Line H) \$ **I**

Total Payable to AFBS (Line G X 12%) \$ **J**

Section ④ Interest Payable:

Date Filed m m / d d / y y y y Due Date m m / d d / y y y y

Number of months late Interest Payable (Article A1103) \$ **K**

Certification

Certified correct: Date:

Signature

Title:

Authorized Official (Print or Type)

APPENDIX G

INDEPENDENT PRODUCTION AGREEMENT 2019-2022 (Article A1110)

STATEMENT OF DISTRIBUTORS' GROSS REVENUE

ALL PRODUCTIONS

Section 5 Distributors' Gross Revenue

Pre-Sales: (Article C1103(c))

Specify Source _____ \$ _____
Specify Source _____ \$ _____
Specify Source _____ \$ _____ \$ _____ ①

Distribution Revenue:

Received by the Producer: (Specify Name) _____

From Regular Distribution (From List of Distribution Territories, Section 6) \$ _____

From Package Exploitation (Article A1110 (v)) (Section 7) \$ _____

From Treaty Co – Production (Section 8) \$ _____

From Collective Societies and Similar Agencies \$ _____ \$ _____ ②

Received by the Head Distributor: (Specify Name) _____

From Regular Distribution (From List of Distribution Territories, Section 6) \$ _____

From Package Exploitation (Article A1110 (v)) (Section 7) \$ _____

From Treaty Co – Production (Section 8) \$ _____ \$ _____ ③

Received by Sub Distributors: (Specify Name) _____

(Specify Name) _____

(Specify Name) _____

From Regular Distribution (From List of Distribution Territories, Section 6) \$ _____

From Package Exploitation (Article A1110 (v)) (Section 7) \$ _____

From Treaty Co – Production (Section 8) \$ _____ \$ _____ ④

Other Revenue:

Compact Devices (Article C1103(d)):

Typical Sell-Through \$ _____ X 20% \$ _____

Less than Typical Sell-Through \$ _____ X 10% \$ _____ \$ _____ ⑤

Other Revenue Streams:

Specify _____ \$ _____

Specify _____ \$ _____

Specify _____ \$ _____ \$ _____ ⑥

Total Distributors' Gross Revenue (To Line A, Section 9, Page 1) \$ _____

INDEPENDENT PRODUCTION AGREEMENT 2019-2022 (Article A1110)
STATEMENT OF DISTRIBUTORS' GROSS REVENUE

Section 6 Distribution Territories

Appendix G Page 3

APPENDIX G

INDEPENDENT PRODUCTION AGREEMENT 2019-2022 (Article A1110) STATEMENT OF DISTRIBUTORS' GROSS REVENUE

ALL PRODUCTIONS

Section 7 Package Distribution

Title	Production Company	Allocation of Revenue	
		%	Dollars
Total Package Value			
Total This Project (To Section 5, Page 2)			
IF INSUFFICIENT SPACE, PLEASE ATTACH A LIST.			

Section 8 Official Treaty Co-Productions

Canadian Co-Producer _____

Exclusive Territories	Revenue

Other Co-Producers _____

Territories	Revenue		
	Gross	%	CDN Prod'r
Total Co-Production Revenue – Transfer to Section 5, Page 2			

APPENDIX H

Distributor's Assumption Agreement (See Article A1114)

The Distributor shall sign the following Distribution Assumption Agreement on its own letterhead and forward it to the Guild office.

Whereas

____ (Company Name)
____ (Address)

(the "Distributor")

has acquired from

____ (Company Name)
____ (Address)

(the "Producer")

certain rights in the Production entitled

____ (the "Production");

And Whereas the Production was produced pursuant to the Writers Independent Production Agreement, covering Writers in Independent Production between the Writers Guild of Canada (Guild) and the Canadian Media Producers Association (CMPA) in effect from July 1, 2019 to June 30, 2022 (the "IPA");

The parties hereto agree as follows:

1. In consideration of the Guild agreeing to the licence, conveyance, sale, disposition or other transfer of the rights described herein in the Production to the Distributor, the Distributor agrees that it, 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 report and remit Distribution Royalties to the Writer(s) of the Production payable under Parts A and C of the IPA. The Distributor acknowledges receipt of the IPA and warrants that all Distribution Royalty payments that shall become due and payable pursuant to the IPA shall be paid under the terms and conditions contained in the IPA.

For greater certainty, the Distributor shall be under no obligation to pay Distribution Royalties pursuant to the IPA and this Distributor's Assumption Agreement until such time as the aggregate Distributors' Gross Revenue exceeds one hundred percent (100%) of the Budget less any Canada Media Fund licence fee top-up.

Only for the reporting period that coincides with the point where Distributors' Gross Revenue exceeds one hundred percent (100%) of the total Budget less any Canada Media Fund licence fee top-up, the amount of Distribution Royalty to be paid by the Distributor, if more than one Distributor reports Distributors' Gross Revenue for such period, shall be calculated on a pro-rata basis in accordance with the Distributors' Gross Revenue reported by that Distributor for this period for its territories listed in Paragraph 2 (b) below as compared to total Distributors' Gross Revenues reported for such reporting period.

For each successive reporting period, the Distribution Royalty shall be payable by each Distributor on all of its further Distributor's Gross Revenues for its territories listed in Paragraph 2 (b) below.

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, subject to renewal rights as follows: _____.

b) Territories: (please 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 Distribution Royalty payments to the Guild, in respect of the Writers of the Production. It is agreed that the Guild 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 the IPA.
4. The Distributor acknowledges that in accordance with Article A1110, the aggregate Distribution Royalty payments are due at least annually while the production is in distribution, 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 Guild all statements delivered to the Producer or to government funding agencies or financiers regarding Gross Revenue. Any payments received after the due date shall be subject to interest as per Article A1103.
5. The Distributor acknowledges its obligation under Article A1110 that while it is holding the aggregate Distributor's Gross Revenue, prior to its disbursement, such revenue is deemed to be held in trust for the Writers until disbursement to the Guild. In the enforcement of this Article, the Guild, subject to its rights as a creditor, shall agree to not hold any employee of the Producer (or the Distributor) liable for negligence, provided that such employee acts in a bona fide fashion.
6. The Distributor will only be relieved of its obligations to the Guild or the Writer(s) hereunder upon any sale or other disposition of the Production or any rights in the Production to a third party, if the third party which acquires the Production or any such rights signs an Assumption Agreement in this form with Distributor and the Guild.
7. The Guild hereby relieves the Producer of its obligations under the IPA with respect to the Production to the extent that the obligations are assumed by the Distributor hereunder pursuant to this Assumption Agreement.
8. The parties hereto acknowledge that any dispute arising from the

interpretation, administration or enforcement of this Agreement and the relevant Articles of the IPA shall be submitted to final and binding arbitration under Article A5.

9. The parties undersigned agree that Ontario law governs this agreement and agree in advance to the jurisdiction of Ontario courts over any dispute arising out of breach or default of this agreement.

Dated this _____ day of _____ ,

Distributor

Per: _____ / _____
(print name / title)

Writers Guild of Canada

Per: _____ / _____
(print name / title)

Producer

Per: _____ / _____
(print name / title)

APPENDIX I

(See Article A1113(a))

PURCHASER'S ASSUMPTION AGREEMENT ON TRANSFER OF RIGHTS IN A PRODUCTION MADE FROM SCRIPT MATERIAL

WHEREAS _____ (“Purchaser”) has acquired from _____ (“Producer”) certain rights in the production entitled _____ (“Production”) which was made from _____ (the “Script Material”) written by _____ (“Writer”);

AND WHEREAS the rights to the Script Material were acquired by Producer pursuant to the Independent Production Agreement covering Freelance Writers of Theatrical Films, Television Programs and other Productions between the Canadian Media Producers Association (CMPA) and the Writers Guild of Canada (the “Guild”) dated July 1, 2019 to June 30, 2022 (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 Script Material and 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 Writer in respect of the Script Material and the Production, including Distribution Royalty.
2. The Purchaser will be relieved of its obligations to the Guild upon any sale or other disposition of the Production or any rights in the Production only if the party which acquires the Production or any such rights signs an Assumption Agreement with the Purchaser and the Guild.
3. The Guild hereby relieves the Producer of its obligations under the IPA with respect to the Script Material and the Production.

Dated this _____ day of _____, 20__.

Purchaser (Authorized Signature)

Per

Print or type name

Producer (Authorized Signature)

Per

Print or type name

Writers Guild of Canada

Per

APPENDIX J

(See Article A711 and A1113(b))

PURCHASER'S ASSUMPTION AGREEMENT ON TRANSFER OF RIGHTS IN SCRIPT MATERIAL

WHEREAS _____ (“Purchaser”) has acquired from _____ (“Producer”) certain rights in _____ (the “Script Material”) written by _____ (“Writer”);

AND WHEREAS the rights to the Script Material were acquired by Producer pursuant to the Independent Production Agreement covering Freelance Writers of Theatrical Films, Television Programs and other Productions between the Canadian Media Producers Association (CMPA) and the Writers Guild of Canada (the “Guild”) dated July 1, 2019 to June 30, 2022 (the “IPA”);

The parties hereto agree as follows:

1. The Purchaser is hereby bound by the IPA with respect to the Script Material and any production based on the Script Material as if the Purchaser had been an original party thereto; 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 Writer in respect of the Script Material, including the Production Fee, and Distribution Royalty.
2. The Purchaser will be relieved of its obligations to the Guild upon any sale or other disposition of the Script Material or in any production made from the Script Material, only if the party which acquires such rights or production signs an Assumption Agreement with the Purchaser and the Guild.
3. The Guild hereby relieves the Producer of its obligations under the IPA with respect to the Script Material and any production made from the Script Material.

Dated this _____ day of _____, 20__.

Purchaser (Authorized Signature)

Per

Print or type name

Producer (Authorized Signature)

Per

Print or type name

Writers Guild of Canada

Per

APPENDIX K
BUDGET CERTIFICATION

(See Article C1002)

(to be printed on letterhead of Completion Guarantor or government agency)

The undersigned _____ (insert name of Completion Guarantor or government agency) is the Completion Guarantor (if government agency describe nature of involvement) for _____ (insert name of production) being produced by _____ (insert name of production company).

We confirm that the attached budget top-sheet dated _____ (insert date), having a total production cost (including but not limited to above- and below-the-line, all amortized and episodic expenses) of _____ is the budget approved by us for this production.

For series, indicate # of episodes: _____

For co-productions, please complete the following:

The production is a co-production. Yes _____ No _____

This budget figure represents the total production cost, total herein defined as all costs incurred by all producers. Yes _____ No _____

Dated this _____ day of _____, 2_____.

(Signature of signing officer)

(Print or type name)

APPENDIX L

BLENDED PRODUCTION

Blended Production means a program which combines live action and animation techniques.

1. a) In the case of a Blended Production where fifty-one percent (51%) or more of the longest initial version of the program consists of live-action content, the Writer(s) shall be contracted under the general provisions of the Independent Production Agreement.

b) In the case of a Blended Production where fifty-one percent (51%) or more of the longest initial version of the program consists of animation content, the Writer(s) shall be contracted under the Animation Section.

2. Where a program does not clearly fall into 1 a) or b) above, the Guild, the Producer and the Association, if the producer is a member, shall discuss the appropriate contracting for the program. Where the parties above are unable to agree, the matter shall be referred to a Joint Standing Committee, or, at the request of any of the parties, to Arbitration.

APPENDIX M

Contract/ Voluntary Recognition Agreement (See Article E102)

STANDARD CONTRACT/ VOLUNTARY RECOGNITION AGREEMENT FOR CORPORATE PRODUCTION: SPONSORED, INDUSTRIAL OR SHORT FILMS

Prior to contracting a Writer, Producers who agree to become parties to this Agreement shall sign a Voluntary Recognition Agreement as follows on their own letterhead and forward it to the Guild. This Voluntary Recognition Agreement shall constitute a binding and irrevocable obligation by the Producer to the terms and conditions of this Agreement where such Producer is involved in the production of a program:

VOLUNTARY RECOGNITION AGREEMENT (Bargaining Authorization and Voluntary Recognition Agreement)

I, _____ (Insert name of individual) on behalf of the Producer hereby acknowledge receipt of the Independent Production Agreement dated July 1, 2019 to June 30, 2022 covering Freelance Writers of Theatrical Films, and Television Programs and other Production between the Canadian Media Producers Association (CMPA) and the Writers Guild of Canada (the Guild) 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 the said Agreement. The Producer agrees to abide by and conform to all the terms and conditions contained herein.

The Producer recognizes that the Guild is the exclusive bargaining agent of Writers, Story Editors and Story Consultants as defined in the IPA and recognizes the CMPA, if the Producer is a member, as the Producer’s sole and exclusive bargaining agent.

We hereby certify that we are/are not a member in good standing of the CMLA:

_____ The Producer hereby certifies that it is a member in good standing of the CMLA:

Membership No. _____

The Negotiation Protocol set out in Appendix A of the IPA is hereby incorporated herein by reference, and by signing this document, the Producer appoints its Association 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 Association on the one hand, and the Guild on the other hand, subject to ratification.

OR:

_____ The Producer hereby certifies that it is not a member in good standing of the CMLA. The Negotiation Protocol set out in Appendix A is not incorporated herein by reference, and the Producer does not appoint the CMLA as its exclusive bargaining agent.

A copy of this Contract/Voluntary Recognition Agreement shall be forwarded to the CMLA.

Dated this _____ day of _____, 20____.

(Name of Signatory Producer)

(Address of Signatory Producer)

(Phone and fax number of Signatory Producer)

(Authorized Signature)

(Print or type name of Authorized Signatory)

Receipt of the above Voluntary Recognition Agreement is hereby confirmed
by the Writers Guild of Canada

(Authorized Signature)

(Print or type name of Authorized Signatory)

(Date)

Date: _____

Producer: _____

CMPA _____

Address: _____

Writer's Loan-out Company (if applicable): _____

Writer: _____

WGC Number: _____

Address: _____

GST Number: _____

WGA member: Yes/No

Type of Production: _____

Name of Production: _____

Type of Script: _____

Ancillary Materials: _____

Nature of Service: _____

Additional Use(s):_____

Fee: For the services contracted for herein, the Producer agrees to pay the Writer as follows:

of Days:_____ Daily Rate:_____

Tentative Credit_____ On-Site Risk Insurance(y/n):_____

Cheques shall be made payable
to:_____

Delivery dates – on or before:

Stage:_____ Delivery Date:_____

Stage: _____ Delivery Date:_____

Stage:_____ Delivery Date:_____

Stage:_____ Delivery Date:_____

1. This agreement is subject to the terms of the current WGC Independent Production Agreement (“IPA”). All the terms of the IPA shall be deemed to be included herein, except where specific terms more beneficial to the Writer are included in this agreement in place of the relevant minimum terms in the IPA. If in any other respect any provisions of this agreement conflict with the terms and conditions of the IPA, then the IPA shall prevail, and in such event the conflicting provisions of this agreement shall be deemed to be modified to the extent necessary to cause it to conform to the terms and conditions of the IPA and, as modified, this agreement shall continue in full force and effect.

2. All additional terms must be attached as a rider hereto.

Producer

Writer's Loan out Company

Per

Per

Writer

Date

Receipt of above Contract/Voluntary Recognition Agreement is hereby confirmed by the WGC.

Per

Date

Within seven (7) days of signing, the Producer shall forward a copy of this contract to the WGC and the CMPA (per A707).

APPENDIX N

(See Article E102)

CORPORATE PRODUCTION: SPONSORED, INDUSTRIAL OR SHORT FILMS

Letter of Agreement for Proposals or Tenders

WHEREAS _____ (Producer) requires a Proposal or Tender prior to contracting _____ (Writer) for the Script, the Writer hereby agrees to prepare the Proposal or tender on the condition that in the event of acceptance by _____ (Client Name), the Writer shall be contracted for the Script under the terms of Article E of the Writers Independent Production Agreement. Should the Proposal be rejected, all rights in and to the Script Material shall remain with the Writer, including the Concept, if provided by the Writer. If provided by the Producer, all rights in and to the Concept shall remain with the Producer. Producer shall file a copy of this Letter of Agreement with the Writers Guild of Canada upon signing.

Title of Program: _____

Description of Proposal or
Tender: _____

Concept provided by :

Description: _____

Dated this day of , 20__.

Producer: _____

Writer: _____

APPENDIX O

INTERPRETATION COMMITTEE

If a dispute arises because:

- i) there is a perceived ambiguity in this Agreement; or
- ii) there is a matter not dealt with in this Agreement; or
- iii) a literal interpretation of this Agreement would lead to an unintended, or unjust result:

then at the request of either party, the question will be discussed by an Interpretation Committee. The Interpretation Committee shall be an equal number of representatives of the Association and the Guild consisting of four (4) or six (6) representatives in total (excluding Guild or Association staff), each of whom shall have participated in the negotiation of this Agreement.

The Interpretation Committee shall meet within twenty-one (21) days and attempt to resolve the question by deciding:

- i) the intent of the ambiguous Article;
- ii) whether, and if so how, the Agreement should deal with the matter not dealt with; or
- iii) notwithstanding the literal interpretation of the Agreement, whether the Agreement was intended to be interpreted in this manner.

Any resolution reached by the Interpretation Committee shall be a recommendation only, and non-binding on the parties.

APPENDIX F

Letter of Understanding

between

The Writers Guild of Canada (the “Guild”)

and

The Canadian Media Producers Association (“CMPA”)

Regarding Non-Canadian Writers

The parties hereby agree that:

A non-Canadian Writer, Story Editor or Story Consultant contracted by the Producer shall be governed by the terms and conditions of this Agreement and of any reciprocal Agreement between the Guild and guilds or unions representing Writers, Story Editors or Story Consultants in the country concerned. Where no such reciprocal Agreement exists, or in the event of a conflict between the provisions of this Agreement and any reciprocal Agreement, this Agreement shall apply.

Agreed this 1st day of July, 2019.



Writers Guild of Canada



CMPA

APPENDIX Q
STANDARD LETTER TO BE SENT TO A WRITER
FOR CREDIT ASSIGNMENT TO A THIRD PARTY

Dear _____:

This is to advise you that a contract has been concluded with (Producer)_____ for rights in the use of (name the program)_____ and in consideration of the sum of One Dollar (\$1.00) paid by you, the receipt of which is hereby acknowledged, we hereby undertake to comply with the provisions of Article A944 (a) or (b) (delete whichever is not applicable) of the Agreement between Writers Guild of Canada and the Canadian Media Producers Association (CMPA), for Freelance Writers of Theatrical Film, Television Programs (including programs for Pay Television) and Other Production, dated July 1 2019 to June 30, 2022.

APPENDIX R
CORPORATE GUARANTEE

MEMORANDUM OF AGREEMENT dated this day of , 20__

BETWEEN: Writers Guild of Canada
 366 Adelaide St. W., Suite 401
 Toronto, Ontario
 M5V 1R9
 (hereinafter referred to as the “Guild”)

AND *(insert name and address of Established Producer)
 *(hereinafter referred to as “Guarantor”)

WHEREAS _____ (“Producer”) has acquired certain rights in _____ (the Script Material”) written by _____ (the “Writer”), and intends to produce a production made from the Script Material (the “Production”);

AND WHEREAS the Producer has signed a Voluntary Recognition Agreement to the Independent Production Agreement covering Freelance Writers of Theatrical Films, Television Programs and other Productions between the Canadian Media Producers Association (CMPA) and the Writers Guild of Canada (the “Guild”) July 1, 2019 to June 30, 2022 (the “IPA”);

AND WHEREAS pursuant to Article A10 of the IPA, the Guild 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 Corporate Guarantee in this form signed by an Established Producer is accepted by the Guild;

AND WHEREAS the Guild has accepted Guarantor as an Established Producer;

NOW THEREFORE the parties hereby agree as follows:

1. In consideration of the Guild foregoing the requirement that the Producer put up a cash bond Guarantor hereby guarantees the payment of all monies which would otherwise be secured by a cash bond pursuant to Article A10 of the IPA, including the Production Fee, 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, the Guild shall be entitled to deliver to Guarantor a formal demand in writing outlining the specific sum involved and particulars of the default. On receipt of such demand, Guarantor will forthwith pay to the Guild 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, Guarantor will nevertheless pay the sum set out in such notice to the Guild in trust, and the Guild will hold such sum in trust in an interest bearing account. Immediately upon such dispute being resolved, the Guild will refund to the Guarantor any sums determined to be in excess of what was owing by the Producer, along with accrued interest.
3. The Guild shall have the unilateral right to terminate this Agreement and revert to the requirements of Article 10 of the IPA if the payment of any amount guaranteed herein be in default for more than fourteen (14) days after Guarantor has been served with the demand provided in paragraph 2 herein.
4. Guarantor shall be released from the guarantee given herein and all obligations resulting therefrom on the sooner of:
 - i) the full payment of all amounts guaranteed herein; or
 - ii) the full execution and approval by the Guild of any Assumption Agreement or Rights Assumption Agreement entered into pursuant to Article A1113 of the IPA.
5. The termination of this Agreement by the Guild 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 the Guild, subject to paragraph 4 herein.

6. If the Guild terminates this Agreement pursuant to paragraph 3 herein, 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 A10 of the IPA. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at all, Producer will nevertheless pay the sum set out in such notice to the Guild in trust, and the Guild will hold such sum in trust in an interest bearing account. Immediately upon such dispute being resolved, the Guild will refund to 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)

(Guarantor)

Per

Per

Writers Guild of Canada

Per

(Print or type name of Authorized Signatory)

APPENDIX S

Producers Bound by This Agreement (see Article A103)

Letter of Understanding

Between the Writers Guild of Canada hereinafter “the Guild” 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 June 30, 2022.

List of Producers Bound by this Agreement

Pursuant to paragraph 2 of the Negotiation Protocol, “the Guild recognizes the Association as the sole and exclusive bargaining agent for all producers who execute a Voluntary Recognition Agreement” and therefore each Producer who has executed or is deemed to have executed the Negotiation Protocol prior to the coming into effect of this version of the IPA is bound by the terms and conditions of this Agreement, or the animation section of this Agreement, as applicable, which is the result of collective bargaining between the Association, on the one hand, and the Guild on the other hand. Any new Producers who become signatory subsequent to the above date shall be considered by the parties to have executed the Negotiation Protocol.

WRITERS GUILD OF CANADA

366 Adelaide St. W., Suite 401

Suite 401

Toronto, Ontario

M5V 1R9

Tel: (416) 979-7907

or Toll Free in Canada: 1-800-567-9974

Fax: (416) 979-9273

PRODUCER ASSOCIATION:

CANADIAN MEDIA PRODUCERS ASSOCIATION

1 Toronto Street, Suite 702

Toronto, Ontario

M5C 2V6

Tel: (416) 304-0280

Fax: (416) 304-0499

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