

MEMORANDUM OF AGREEMENT AS OF THIS 21st DAY OF DECEMBER 2024 BETWEEN THE ALLIANCE OF CANADIAN CINEMA, TELEVISION AND RADIO ARTISTS (“ACTRA”), THE CANADIAN MEDIA PRODUCERS ASSOCIATION (THE “CMPA”) AND L’ASSOCIATION QUEBECOISE DE LA PRODUCTION MEDIATIQUE (THE “AQPM”, COLLECTIVELY WITH THE CMPA, THE “ASSOCIATIONS”, COLLECTIVELY WITH ACTRA AND THE CMPA, THE “PARTIES”) IN CONNECTION WITH CHANGES TO THE INDEPENDENT PRODUCTION AGREEMENT (THE “AGREEMENT”)

This Memorandum of Agreement reflects the complete understanding reached between the Parties and is subject to ratification by ACTRA and the Associations as per their practices. The Parties will advise each other of the results of their ratification processes as soon as they are completed. As soon as practicable this Memorandum of Agreement (and any Appendices) will be reduced to formal contract language, where necessary, for inclusion into the 2025-2027 Agreement.

All of the provisions of the Agreement between the Parties expiring December 31, 2024 are renewed and/or modified subject to the following:

ACTRA

(1) G101 – This Agreement will become effective on ~~January 1, 2022~~ *[the later of the date of the notice of full ratification or January 1, 2025]*, and remain in effect until and including December 31, ~~2027~~2024.

(2) For rates under C503, general rate increases of:

- Year 1: \$0.75
- Year 2: \$0.50
- Year 3: \$0.50

For rates under Part C of the Agreement, general rate increase of:

- Year 1: 7%
- Year 2: 4%
- Year 3: 3.5%

For all other rates, general rate increases of:

- Year 1: 6%
- Year 2: 4%
- Year 3: 3.5%

For Insurance and Retirement:

- Year 2: An additional 0.5% increase to insurance contributions*
- Year 3: An additional 0.5% increase to retirement contributions*

**corresponding changes to these Articles for insurance and pension contributions (A3801/A3802/A3703)*

- (A) **A502 Equal Opportunity Policy** – Amend Article A502 as follows in accordance with Producer Counter Proposal #2 to Union Proposal #U11 (November 13, 2024):

A502 Equal Opportunity Policy

(a) to (c) *stet*

(d) **Equitable Engagement Opportunities for Performers with Disabilities** In respect of any available Roles that require a Performer to portray a person with a disability, the Producer will liaise with ACTRA prior to casting these Roles with a Performer who does not have a disability. The Producer will take appropriate steps to ensure that Performers with disabilities have a reasonable opportunity to audition for such Roles. The Producer will provide ACTRA with the information set out in Article A506(r).

(i) Casting or production facilities which are barrier-free for Performers with disabilities shall be used when such facilities exist and are available.

(ii) In respect of any Role that requires a Performer to portray a character with a disability, the Producer agrees to include these facts in the casting breakdown, if known, so as to enhance the opportunity for Performers with similar disabilities to audition for the Role.

(iii) The Producer shall provide accommodation when required by applicable human rights legislation.

- (B) **A606 Performer’s On-Set Obligations** – Amend Article A606 as follows in accordance with Producer Counter Proposal #1 to Union Proposal #26 (November 6, 2024):

A606 **Performer’s On-Set Obligations** A Performer shall at all times report to the set or location ready to work at the time of their Call. The Performer is required to know their lines of the scenes listed on the Performer’s Call sheet at the time of arriving on the set or at the location. Performers shall not be required to translate any script material into English or from one language into another. Performers will at all times comply with the reasonable requests and instructions of the Producer or its representative. The Performer will be reasonably familiar with the terms of this Agreement.

- (C) **A701 Preferential Engagement of ACTRA Members** – Amend Article A701 as follows in accordance with Producer Counter Proposal #1 to Union Proposal #U6 (December 9, 2024)

A701 **Preferential Engagement of ACTRA Members** In accordance with Article A501, preference of engagement shall be given to ACTRA members. However, after making reasonable efforts to comply and having established that a person who is not a member of ACTRA is required in a Production, an application shall be made for a work permit at the local ACTRA office at least forty-eight (48) hours prior to commencement of work, and the following procedure will apply for the issuance of work permits:

(a) – (b): *Status quo*.

(c): Subject to the other provisions of this Article, when a work permit is issued to a Performer who is not a Canadian citizen or permanent resident and not a member of ACTRA, the fee for such work permit shall be ~~\$225.00~~ \$260.00 for the first week and \$175.00 for each subsequent week of recorded performance for which the non-Canadian Performer is engaged. This subsection (c) shall apply to Series on the understanding that work permit fees shall be payable solely on a weekly basis, without regard to the number of Episodes in which a Performer is engaged to perform during any given week.

[Balance of article status quo and Associations do not agree to amend Appendix 20 as a corresponding change]

(D) A903 Producer’s Failure to Meet Payroll Obligations – *Amend Article A903 as follows in accordance with Producer Counter Proposal #1 to Union Proposal #U14A (December 9, 2024):*

A903 Producer’s Failure to Meet Payroll Obligations

- (a) In the event that a Producer fails to meet its payroll obligations, in respect of which obligations there is no bona fide controversy, ACTRA has the right to declare the said Producer unfair, provided that the Producer receives written notice from ACTRA setting forth the facts upon which the declaration is based and the Producer is given three (3) business days from the date of receipt to cure such failure, which cure period must be specified in the notice. For greater certainty, ACTRA shall not be entitled to make such a declaration under this paragraph in the case of a dispute between one or more Performers or ACTRA, on the one hand, and the Producer, on the other hand, as to the amount of fees due, so long as the Producer continues to meet all of its payroll obligations, in respect of which there is no bona fide controversy, to the Performers engaged on the Production.
- (b) A Producer who receives a notice under subparagraph (a), and who does not cure the default on or prior to the expiry of the three business days’ notice period, may be declared unfair.
- (c) A Producer who has not cured the default per the timelines in (b) above, agrees that for the purposes of verifying payments made and outstanding payments owing, the Producer, ACTRA and the applicable Association shall convene a meeting within five (5) business days of the Producer being declared unfair. The Producer shall further permit ACTRA reasonable access to examine relevant books, records, accounts, receipts, disbursements, and other documents relevant to Performer payments made by, and outstanding Performer payments owed by, the Production.
- (d) The unfair Producer declaration shall be revoked by ACTRA once the Producer is in full compliance with all of its payroll obligations in respect of which there is no bona fide controversy.

- (e) When a Producer has been declared unfair and such declaration has been revoked under the terms of subparagraph (ed), such Producer shall be required to post a security for payment sufficient to cover four (4) weeks' Performer payroll, on the same terms as provided for in Article A516, for any further Productions produced by the said Producer under the terms of this Agreement, until the earlier of:
 - (i) two (2) years from the date on which the Producer has cured its default, if such default is cured within sixty (60) days of ACTRA's issuance of written notice under subparagraph (a), as a result of which a revocation is issued by ACTRA under subparagraph (e) (d), or
 - (ii) four (4) years from the date on which the Producer has cured its default, if such default is not cured within sixty (60) days of ACTRA's issuance of written notice under subparagraph (a), as a result of which a revocation is issued by ACTRA under subparagraph (d), or
 - (iii) such time as ACTRA may determine, in its sole discretion, to reduce such security from four (4) to two (2) weeks of Performer payroll.

(E) **A1301 Rest Between Days (Turnaround)** – Amend Article A1301 as follows in accordance with Producer Counter Proposal #2 to Union Proposal #U15 (December 16, 2024):

A1301 Rest Between Days (Turnaround)

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

(F) **A1504 Hair and Restoration** – Amend Article A1504 as follows in accordance with Hair and Makeup Proposal #HMU U3 (October 10, 2024):

A1504 Hair and Restoration

- (a) No Performer shall be required to cut or change the style or colour of their hair, unless this has been agreed upon prior to Booking. When significant changes to the style of the Performer's hair are required (including changes

to the colour), the Producer shall be responsible for changing and maintaining the hairstyle or paying for the reasonable approved third-party costs of changing and maintaining the required hairstyle during production. If significant changes are made to a Performer's hair or a Performer's hair is significantly damaged during the course of production, at the Performer's election the Producer and the Performer will discuss and the Producer will provide reasonable accommodations to restore or repair the Performer's original hairstyle or establish a new hairstyle if their previous style cannot be reasonably restored or repaired (e.g. if previously long hair has been cut short).

(b) No Performer shall cut or change the style or colour of their hair after the time of Booking without the consent of the Producer.

(G) **A15XX Hair and Makeup Consultations** – *Amend the Agreement to include a new A15XX as follows in accordance with Producer Response #2 to Hair and Makeup Proposal #HMU U1 (June 27, 2024):*

A15XX Hair and Makeup Consultations

(a) On Productions that are providing hair and makeup services to Performer(s), each Performer, excluding Background Performer(s), shall be offered an opportunity to meaningfully consult with the hair and make-up department (or other production staff delegated to provide information to the applicable department(s)) regarding any hair and make-up needs (e.g., product and tool preferences, use of particular hairstyling techniques) prior to commencing work, so that the hair and/or make-up department is adequately prepared to work with the Performer, including ensuring that the Production has appropriate hair and make-up products and equipment.

(b) Time spent in consultation under this provision is not work time.

(H) **A1601 Regular Wardrobe** – *Amend Article A1601 as follows in accordance with Union Revised Proposal to Union Proposal #U16 (December 11, 2024):*

A1601 **Regular Wardrobe** Where the Producer requires the Performer to supply in excess of two (2) changes of clothing in any Production, the Performer shall be compensated at the rate of ~~\$20.00~~ \$30.00 per week per change in excess of two (2). All formal or specialty wardrobe (e.g., tuxedo, formal gowns, culturally specific formal or ceremonial wardrobe, clown uniforms, etc.) shall be compensated at the rate of ~~\$35.00~~ \$50.00 per costume per week. The Producer may not specify wardrobe requirements as a condition of engagement.

- (I) **A1704** – Amend Article A1704 as follows in accordance with Producer Counter Proposal #2 to Union Proposal #U45 (December 11, 2024):

A1704 When travel time and expenses are payable, the Producer shall pay for

(a)-(d): status quo.

(e) (i) From [*the effective date of the Agreement*] to December 31, 2026, a per diem allowance of ~~\$65.00~~\$70.00, in the case of a Nearby Location or Distant Location, to cover all personal expenses. However, if meals are provided at the expense of the Producer, the per diem allowance may be reduced in the following manner:

Breakfast \$15.00

Lunch ~~\$20.00~~\$25.00

Dinner \$30.00

(ii) On or after January 1, 2027, a per diem allowance of \$75.00, in the case of a Nearby Location or Distant Location, to cover all personal expenses. However, if meals are provided at the expense of the Producer, the per diem allowance may be reduced in the following manner:

Breakfast \$17.50

Lunch \$25.00

Dinner \$32.50

- (J) **A1705** – Amend Article A1705 as follows in accordance with Producer Counter Proposal #1 to Union Proposal #U18 (November 6, 2024):

A1705 The Producer shall advance to a Performer against expenses the per diem allowance for up to a period of one (1) week. ~~The Performer shall submit an accounting of the advance against expenses, with attendant receipts where possible, within ten (10) working days.~~

- (K) **A1706** – Amend Article A1706 as follows in accordance with Producer Counter Proposal #1 to Union Proposal #U39 (November 6, 2024):

A1706 When the Producer requires a Performer to travel within a forty (40) kilometre radius, the Producer will be obliged to ensure that public or private transportation is available. If such public or private transportation is not available, and subject to prior approval by the Producer, the cost of taxi transportation from location to residence within that forty (40) kilometre radius shall be paid by the Producer. If travel by the quickest means of surface public transportation exceeds one (1) hour each way, transportation shall be provided by the Producer. The pick-up location designated by the Producer shall be well-lit and one that the Producer reasonably believes to be safe.

- (L) **A2001 Dressing Room and Sanitary Provisions** – Amend Article A2001 as follows in accordance with Producer Counter Proposal #3 to Union Proposal #U20 (December 16, 2024):

A2001 Dressing Room and Sanitary Provisions

(a) The Producer shall provide the following facilities:

(i) to (vii) *stet*

(viii) With respect to the facilities described in subparagraphs (a)(i) to (a)(vii) above, the Producer shall provide accommodation to a Performer with a disability when required by applicable human rights legislation.

(b) to (d) *stet*

**Corresponding change to Appendix 30 Letter of Understanding Regarding Working Conditions*

- (M) **A20XX** – Amend the Agreement to include a new Article A20XX as follows in accordance with ACTRA Revised Proposal to ACTRA Proposal #U21 (November 12, 2024):

A20XX A Performer may request suitable private space for lactation or pumping by giving reasonable advance notice of the Performer’s need to the appropriate individual designated by the Producer for the receipt of such requests. Upon receiving the Performer’s request, the Producer shall make best efforts to accommodate the Performer’s request by providing a suitable private space. It is understood that the availability and type of spaces that may be used to accommodate the Performer’s request may vary depending on factors such as the location at which production is operating.

- (N) **A2303 Choreographer** – Amend Article A2303 as follows in accordance with Producer Counter Proposal #3 to Union Proposal #U7 (December 11, 2024):

A2303 **Choreographer** When an ACTRA member is engaged as a Choreographer, the person so engaged will be compensated at not less than one hundred twenty-five percent (125%) of the applicable daily or weekly Solo Dancer fee for all time spent on the engagement.

- (O) **A2304 Vocal or Dialogue Coach** – Amend Article A2304 as follows in accordance with Producer Counter Proposal #3 to Union Proposal #U7 (December 11, 2024):

A2304 **Vocal or Dialogue Coach** When an ACTRA member is engaged as a Vocal or Dialogue Coach, the person so engaged will be compensated at a rate not less than ~~paid at the rate of~~ one and a one-half (1½) times the applicable daily or weekly Solo Singer fee for all time spent on the engagement.

- (P) **A2401 Auditions** – Amend Article 2401 as follows in accordance with Producer

Counter Proposal #2 to Union Proposals #U31 and #U32 (November 13, 2024):

A2401 Auditions

(a)-(f): *Status quo.*

(g) No photos, filming, taping, or preservation of such Audition by any means whatsoever will be permitted without the prior written consent of the Performer, which written consent must be provided on a form approved by ACTRA. Access to such materials shall only be granted to individuals with an essential business purpose. This material must be destroyed once it has served its purpose.

(h)-(i): *Status quo.*

(Q) A2402 Contracts – *Amend Article 2402 as follows in accordance with Producer Counter Proposal #2 to Union Proposals #U31 and #U32 (November 13, 2024):*

A2402 Contracts

(a): *Status quo.*

(i)-(iv): *Status quo.*

Such contract and attachment must be submitted to the Performer in writing at least forty-eight (48) hours prior to the signing of the Performer’s contract. The Performer shall execute and return a copy of the contract and attachment to the Producer by the earlier of within forty-eight (48) hours of receipt or commencement of rendering services. In exceptional circumstances, when a Producer is required to replace a Performer who has been previously contracted for a nude scene on short notice (i.e., within forty-eight [48] hours of said Performer’s first contracted day), then the forty-eight (48) hour provision may be waived, but all other conditions of Article A24 apply. The Producer shall notify post-production supervisors and editors with an essential business purpose of the applicable requirements.

(b) – (d): *Status quo.*

(R) A2403 Rehearsal and Performance - *Amend Article 2403 as follows in accordance with Producer Counter Proposal #2 to Union Proposals #U31 and #U32 (November 13, 2024):*

A2403 Rehearsal and Performance

(a)-(b): *Status quo.*

(c) ~~Except for continuity purposes, still photos, Polaroids, etc. of n~~ Nude or semi-nude scenes photos will be taken only if the Performer gives prior written consent, said consent to specify the nature of the photo and the planned use of said photo. Access to such materials shall be granted only to

individuals with a legitimate business purpose. Unused stills, Polaroids, etc. and negatives of such scenes will either be turned over to the Performer concerned or otherwise accounted for to the Performer's satisfaction.

(d)-(i): *Status quo*

- (S) **A2404 Nude Scenes** – Amend the Agreement to include a new Article 2404 as follows in accordance with Producer Counter Proposal #2 to Union Proposals #U31 and #U32 (November 13, 2024):

A2404 The Producer will use best efforts to engage an intimacy coordinator for scenes involving nudity or sex acts. The Producer will also consider in good faith any request by a Performer to engage an intimacy coordinator for other scenes. There shall be no reprisal against a Performer who requests an intimacy coordinator.

- (T) **A2703 Conditions of Engagement** – Amend Article A2703 as follows in accordance with Producer Counter Proposal #1 to Union Proposal #U34 (November 6, 2024):

A2703 Conditions of Engagement

- (a) *Status quo.*
(b) in the case of night shoots, ~~thirty-six (36)~~ forty-eight (48) hours' notice shall be provided to a Parent responsible for the Minor, subject to the exigencies of production. In the event that less than ~~thirty-six (36)~~ forty-eight (48) hours' notice is provided, such notice shall be provided to the Minor's Parent and to ACTRA.
(c) to (e) *status quo.*

- (U) **A2708 Presence of Parent** – Amend Article A2708 as follows in accordance with Producer Counter Proposal #3 to Union Proposal #U33 (December 9, 2024):

A2708 Presence of Parent

- (a) A Parent of a Minor under 16 years of age must be at the studio or the location and accessible to the Minor at all times, and shall have the right, subject to filming requirements, to be within sight and sound of the Minor, when a Minor is on set and must accompany the Minor to and from the set or location, and shall have the right to accompany the Minor on hair, makeup, and wardrobe calls, if the space can accommodate the Parent, and provided that the Parent is not disruptive. Except when it is not feasible due to filming requirements, access to both audio and video feeds shall be made available for the Parent to view filming of a scene when circumstances restrict the Parent's ability to be within sight and sound. Upon the request of the Parent of a Minor aged 16 or 17, the rights set forth above shall apply to the Minor.

(b) – (e): *Status quo*.

- (V) **A2709 Dangerous Work** – Amend Article A2709 as follows in accordance with Producer Counter Proposal #2 to Union Proposal #U36 (December 9, 2024):

A2709 Dangerous Work

(a): *Status quo*.

- (b) (i) **Scenes Depicting Child Abuse, Disturbing Violence or Carnal Acts**

Without limiting the generality of subparagraph (a), when a Minor is engaged to perform in a scene that depicts child abuse, disturbing violence, or carnal acts, the Producer shall consult with the Parent and, should the Parent agree, make available to the Minor and their Parent a psychologist or therapist properly accredited by the applicable provincial ministry to assist the Minor in preparing for and participating in any such depiction. A Minor shall not be present during such scenes unless it is essential for the Child to be on camera.

(ii) When a Minor is engaged to perform in a scene that depicts child abuse, disturbing violence or carnal acts, notice will be provided at the time of contracting, if known. If not known at the time of contracting, a Parent responsible for the Minor shall be notified at least forty-eight (48) hours in advance of the time the Minor is scheduled to perform in a scene that depicts child abuse, disturbing violence or carnal acts. In the event that forty-eight (48) hours' notice cannot be given, the Minor shall not be required to perform in a scene that depicts child abuse, disturbing violence or carnal acts unless the Minor's Parent consents. In such instances, notice shall also be given to ACTRA.

(c): *Status quo*.

- (W) **A2801 Auditions** – Amend Article A2801 as follows in accordance with Producer Counter Proposal #3 to Union Proposal #U2 (December 9, 2024):

The parties agree that the bargaining history for 2024 IPA negotiations regarding the preamble in A2801 is limited to the proposals and counter proposals exchanged, and does not include any heading notes to proposals or counter proposals, or any commentary made regarding the preamble in A2801.

A2801 Auditions Performers shall sign in on a sign-in sheet (in the form of Appendix 16) provided at the place of Audition and a copy of the sign-in sheet will be provided to the local ACTRA office after the completion of the Auditions. With respect to Auditions:

(a) Performers shall not be required to learn special material or spoken lines or special business.

(b) If the script calls for the Role for which Auditions are being conducted to be performed with a specific accent or dialect, the same shall be noted on the

casting notice.

- (c) Performers shall not be required to translate any Audition material into English or from any-one language into another language.
- (d) Performers shall not be required to Audition more than eight (8) ~~pages of dialogue or two (2) scenes~~ industry standard pages of scripted material, at the Producer's election, for a first Audition that is a self-tape.
- (e) No fees are required for the auditioning of a Performer. It is the intention of this clause to afford an opportunity for Performers to display their individual talents. However, a Performer who is detained by the Producer for more than one (1) hour before the commencement of an Audition or interview shall be compensated for all excess time over the hour at the rate of \$54.00/\$55.50/\$57.25 per hour or part thereof.
- (f) The Producer shall provide accommodations to a Performer with a disability when required by applicable human rights legislation.
- (g) The Producer shall endeavour to respond to any inquiries from a Performer whom it has invited to submit a self-tape (or inquiries from the Performer's agent or other representative) as to whether the role has already been cast.
- (h) Performers auditioned in Canada shall be provided with Audition materials similar to those provided to Performers being considered and/or auditioned for the same Role outside of Canada.
- (i) The Producer may only request the following in a slate for a self-tape:
 - (i) The Performer's name;
 - (ii) The Performer's height (or height when seated for Performers using mobility devices);
 - (iii) The Performer's city and province of residence, and citizenship;
 - (iv) The Performer's current location and province of residence for tax purposes, if different from the city and province of residence;
 - (v) The Performer's age and birthday, if the Performer is a Minor;
 - (vi) Information about the Performer's special skill(s) which the Producer determines is necessary for the performance of the Role (e.g., horseback riding, swimming, accents, ability to play a musical instrument or play a sport); and
 - (vii) A head and shoulders shot and/or a full body shot in portrait orientation. The Producer may not request any changes in camera angles or panning. (For clarity, this does not preclude a Producer from requesting that the Performer change position, e.g., to provide a profile shot.)
- (j) Self-tapes for Dancers shall be subject to the following additional requirements:

- (i) The Producer shall supply any music or sound required for the self-tape.
- (ii) The Producer shall supply specific choreography and may not ask the Dancer to choreograph or improvise a dance. The specific choreography:
 - (A) may not exceed four eight-beat counts;
 - (B) must be capable of being performed in an indoor space no larger than 8 feet x 8 feet x 8 feet; and
 - (C) must be for a solo performance (i.e., no two-person or multi-person dances).
- (k) Self-tapes shall be stored in a secure facility or on a secure system which can only be accessed by individuals with a legitimate business purpose.
- (l) For Auditions, the Producer may not make a recording available publicly without the prior written consent of the Performer, which must be obtained at the time of use.
- (m) For virtual Auditions, no Performer shall be required to assume primary responsibility for recording, monitoring and adjusting sound levels, or editing the Audition.

ACTRA agrees to a six (6) month moratorium on grievances arising out of the new language specified in Articles A2801(b), A2801(g) to (k) and A2801(m) above, commencing on the effective date of the Agreement. Nevertheless, ACTRA shall notify a Producer of any instances of non-compliance during this period so that the Producer can make any necessary corrections.

- (X) **A2803 Audition Recall** – *Amend Article A2803 as follows in accordance with Producer Counter Proposal #1 to Union Proposal #U3 (November 6, 2024):*

A2803 Audition Recall

- (a) Performers shall not be required to Audition more than twelve (12) industry standard pages of scripted material for a second or subsequent self-tape.
- ~~(a)~~ (b) When a Performer is required to attend a third (3rd) Audition at which someone with a significant role in the selection of cast for the Production is not present, or a subsequent Audition, the Producer shall compensate the Performer for expenses incurred by paying an amount not less than \$90.25/\$93.00/\$95.75 for each hour or part thereof. When self-tapes are required by the Producer, the self-tape is considered a first Audition or Audition recall for the purposes of this Article.
- ~~(b)~~ (c) For virtual live voice Audition recalls, no Performer shall be required to assume primary responsibility for recording, monitoring and adjusting sound levels, or editing the Audition.

ACTRA agrees to a six (6) month moratorium on grievances arising out of the

new language specified in Articles A2803(a) above, commencing on the effective date of the Agreement. Nevertheless, ACTRA shall notify a Producer of any instances of non-compliance during this period so that the Producer can make any necessary corrections.

- (Y) **A2808** – Amend Article A2808 as follows in accordance with Producer Counter Proposal #1 to Union Proposal #U5 (November 6, 2024):

A2808

- (a) For a virtual or in-person Audition, the Producer shall endeavour to make character breakdowns, sides and/or scripts available to Performers forty-eight (48) hours prior to an Audition, but in no event shall character breakdowns, sides and/or scripts be made available less than twenty-four (24) hours prior to an Audition.
- (b) For a self-tape, the Producer shall make character breakdowns, sides and/or scripts available to Performers at least forty-eight (48) hours prior to the deadline for submission of the self-tape, excluding Saturdays, Sundays and statutory holidays. The foregoing deadline does not apply when casting deadlines do not permit (e.g., casting a replacement or casting a Role that was newly added to the script).

ACTRA agrees to a six (6) month moratorium on grievances arising out of the new language specified in Articles A2808(b) above, commencing on the effective date of the Agreement. Nevertheless, ACTRA shall notify a Producer of any instances of non-compliance during this period so that the Producer can make any necessary corrections.

- (Z) **A3603 Reporting of Errors** – Delete Article A3603 in accordance with Producer Counter Proposal #1 to Union Proposal #U28 (November 6, 2024):

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

(AA) A3804 Maximum Contributions – Amend Article A3804 as follows in accordance with Producer Counter Proposal #1 to Union Proposal #U47 (December 11, 2024):

A3804 Maximum Contributions

- (a) ~~With respect to Performers whose Gross Fees (inclusive of any advance against Use fees) from a For Productions commencing principal photography prior to January 1, 2026 (in the case of Series, for Series commencing principal photography on the first Episode prior to January 1, 2026), the maximum contributions per Performer pursuant to Article A38 with respect to a contract of engagement exceed one hundred thousand dollars (\$100,000.00), the maximum contributions pursuant to Article A38 shall be~~
- \$5,000.00 pursuant to Article A3801;
 - \$7,920.00 or \$8,300.00 for Performers subject to a Series Option pursuant to Article A29 and contracted on or after January 1, 2020, pursuant to Article A3802; and
 - \$3,000.00 pursuant to Article A3803.
- (b) For Productions commencing principal photography on or after January 1, 2026 (in the case of Series, for Series commencing principal photography on the first Episode on or after January 1, 2026), the maximum contributions per Performer pursuant to Article A38 with respect to a contract of engagement shall be
- \$5,200.00 pursuant to Article A3801;
 - \$8,200.00 or 8,600.00 for Performers subject to a Series Option pursuant to Article A29, pursuant to Article A3802; and
 - \$3,100.00 pursuant to Article A3803.
- (c) For the purposes of this provision, a contract of engagement for a Performer in a Series shall mean a Series cycle, but each additional optioned year shall be considered a separate contract of engagement.

(BB) B301 – Amend Article B301 as follows in accordance with Producer Counter Proposal #1 to Union Proposal #U43 (December 13, 2024):

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

(a) – (f): *Status quo*.

(g): New Media worldwide Use for one (1) year for:

- (i) Option 1 New Media Productions (as defined in Part E) with a budget of ten thousand nine hundred and sixty seven dollars (\$10,967.00) per minute or less; and
- (ii) Option 1 New Media Productions with a budget of over ten thousand nine hundred and sixty seven dollars (\$10,967.00) per minute where the

Producer elects to pay a Prepayment or Advance; ~~and~~
 (iii) ~~High Budget SVOD Productions (as defined in Part E) where the~~
~~Producer elects to pay a Prepayment or Advance.~~

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

*[Balance of article status quo and corresponding rate increase in the amounts specified
 in B301(g)(i) and (ii) in accordance with Producer Proposal #26]*

(CC) B501 Options – Amend Article B501 as follows in accordance with Producer Counter
 Proposal #4 to Union Proposal #U42 (December 19, 2024):

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

- (a): *Status quo.*
- (b): *Status quo.*
- (c) **Advance Option** The Producer may pay, at the time of production, one of
 the following percentages of Net Fees as a non-refundable advance
 (“Advance”) against the following Use fees for all Uses set out in Article
 A445 (a)(i-viii), based on Performer participation in DGR as defined in
 Article B509:

Option Number	Non-refundable Advance (% of Net Fees)	Participation in DGR
1	100.00%	3.6%
2	75.0%	4.6%
3	50.0%	5.6%
4	25.0%	6.6%

Producers of purely foreign service production of Series may not access the
 Advance Option. For clarity, co-productions and co-ventures shall not be
 considered purely foreign service productions.

(DD) B507 Calculation of Aggregate Advance - Amend Article B507 as follows in accordance with Producer Counter Proposal #4 to Union Proposal #U42 (December 19, 2024):

B507 Calculation of Aggregate Advance The Aggregate Advance shall be, for the purposes of calculating additional Use fees, the total of all the Advance payments paid to Performers in a Production, with the limitation that no Performer shall be credited with an Advance payment greater than the amount equal to the number of days of principal photography multiplied by ~~twenty (20)~~ twelve (12) times the minimum daily fee for a Principal Actor, as set out in Article B101.

(EE) C401 Booking and Upgrades – Amend Article C401 as follows in accordance with Producer Counter Proposal #1 to Union Proposal #24 (November 6, 2024):

C401 Booking and Upgrades

(a)-(b): *Status quo.*

(c) Background Performers will be provided with the ~~time of~~ Call time and location (whether interior and/or exterior) prior to twelve (12) hours before the Call time, subject to unexpected occurrences that can be verified. In the case of Stand-Ins, the notice shall be given twenty-four (24) hours before the Call time.

(d): *Status quo.*

(FF) C407 Wardrobe – Amend C407 as follows in accordance with Union Revised Proposal to Union Proposal #U16 (December 11, 2024):

C407 Wardrobe

(a) When a Background Performer is required to provide more than one (1) change of clothing in the same session, the Background Performer shall be compensated at the rate of ~~\$5.00~~ \$10.00 per change in excess of one (1).

(b) Formal or specialty wardrobe (e.g., tuxedos, formal gowns, culturally specific formal or ceremonial wardrobe, clown uniforms, etc.) shall be compensated at the rate of ~~\$35.00~~ \$50.00 per change per week.

(c) Where the Performer is wearing the Performer’s own personal wardrobe and has not been required to change, there shall be no time deducted for wardrobe.

(d) A suitable area shall be provided for the storage of Background Performers’ clothing.

(GG) C501 – Amend C501(a) as follows in accordance with Producer Counter Proposal #4 to Union Proposal #9 (December 16, 2024):

C501 (a) Subject to Article C301, the Producer is required to engage only the following number of Background Performers at the rates herein provided:

If the Producer engages

- (i) ~~twenty three (23)~~ twenty-four (24) ACTRA members, or twenty-eight (28) ACTRA members in the case of feature films with budgets over \$35 million dollars, for any Production in Toronto or Montréal, except as provided for in subparagraph (b)(i) below,
- (ii) ~~seventeen (17)~~ eighteen (18) ACTRA members for any purely Canadian dramatic content Production (i.e., that would qualify as 10/10) in Toronto, Montréal or Vancouver, or for purely Canadian dramatic content Production with Budgets consistent with CIPIP thresholds, twelve (12) ACTRA members, or
- (iii) Subject to Article C501(a)(iv), ~~thirteen (13)~~ sixteen (16) ACTRA members for any Production outside of Toronto, Montréal or Vancouver
- (iv) seventeen (17) ACTRA members for any Production in Sudbury, Sault Ste. Marie, Parry Sound or North Bay to work on a Production on the same day, the Producer may hire any additional number of persons to perform work normally performed by ACTRA members (subject to Article C304) on that day. The minimum shall exclude Stand-Ins, Photo Doubles and two (2) non-member Special Skill Background Performers.

[Note: The Associations do not agree to amend the background counts under A3701(b) New Business Development Plan]

(HH) D105 Minimum Fees for Short Animated Productions – Amend Article D105 as follows in accordance with Producer Counter Proposal #2 to Union Proposal #U49 (December 11, 2024):

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

(a)-(b): *Status quo.*

- (c) (i) For Productions that commence on or after [the effective date of the Agreement] until December 31, 2025, ~~Where~~ an Animation Performer is engaged to perform more than one (1) Production in one Session, the following discounts apply:

2 Productions	20% discount
3 or more Productions	30% discount

- (ii) For Productions that commence on or after January 1, 2026, where an Animation Performer is engaged to perform more than two (2) Productions in one Session, the following discounts apply:

<u>3 or more Productions</u>	<u>20% discount</u>
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Note: Dubbing of animated Productions is governed by the Dubbing Section (see Appendix 20).

- (II) **Part G Digital Replication and Alteration**– *Amend the Agreement to include a new Part G follows¹:in accordance with Producer Counter Proposal #3 to Union Proposal #U1 (December 14, 2024):*

Part G: Digital Replication and Alteration

G1 Digital Replication and Alteration

This Article G1 applies prospectively to Animation Productions with a theatrical declared Use and live-action Productions based on the effective dates set forth in G102, G103, and G104 below.

To the extent practicable, Producers shall endeavour to comply with the provisions of this Part G on or after the first day of the term of this Agreement but prior to the effective dates set forth in G102, G103 and G104 below.

The parties acknowledge that Producers have historically used digital technologies to replicate or alter a Performer's voice or likeness (e.g., CGI, audio/visual effects) during all stages of production (e.g., pre-visualization, pre-production, production, post-production, distribution, marketing) and may continue to do so, consistent with their historical practices.

G101 Digital Replicas Definitions

- (a) An “Engagement-Based Digital Replica” is a replica of the voice or likeness of the Performer that is created: (i) in connection with engagement on a Production under this Agreement; (ii) using digital technology; (iii) with the Performer's physical participation; and (iv) is for the purpose of portraying the Performer in photography or sound track in which the Performer did not actually perform.
- (b) An “Independently Created Digital Replica” is a digitally-created asset that is: (i) intended to create, and does create, the clear impression that the asset is a natural Performer whose voice and/or likeness is recognizable as the voice and/or likeness of an identifiable natural Performer; (ii) performing in a Role (and not as the natural Performer); and (iii) no engagement arrangement for the Production in which the Independently Created Digital Replica will be used exists with the natural Performer in the Role being portrayed by the asset.

Engagement-Based Digital Replica(s) and Independently Created Digital Replica(s) may be referred to collectively herein as Digital Replica(s).

¹ Note: Corresponding changes will need to be made to renumber existing Part G to Part I

G102 Engagement-Based Digital Replica

This Article G102 applies when a Performer, excluding a Background Performer, is engaged by the Producer under this Agreement under a contract entered into on or after [the first Sunday that is 90 days after the later of the date of the notice of full ratification or January 1, 2025] to render services as a Performer on a Production and, in connection with that engagement, the Producer (directly or through a third party) requires the Performer to provide services for purposes of creating an Engagement-Based Digital Replica or uses an Engagement-Based Digital Replica as provided herein.

(a) Services for Creation of Engagement-Based Digital Replicas

- (i) A Producer must notify a Performer no less than forty-eight (48) hours in advance of the time the Performer's services are required to create an Engagement-Based Digital Replica, or at the time of engagement if the Performer is engaged less than forty-eight (48) hours in advance of the time the Performer's services are required, to create an Engagement-Based Digital Replica. The Producer must obtain the Performer's consent (in accordance with the below) to provide services for purposes of creating an Engagement-Based Digital Replica of the Performer for use in connection with a Production. The consent must be clear and conspicuous and may be obtained through an endorsement or statement in the Performer's contract that is separately signed or initialed by the Performer or in a separate writing that is signed by the Performer.
- (ii) When a Performer provides services for purposes of creating an Engagement-Based Digital Replica on the same day the Performer performs other work for the Producer under this Agreement, any time spent by the Performer in connection with creating the Engagement-Based Digital Replica shall be treated as work time.

In the event a Performer is required to provide services for purposes of creating an Engagement-Based Digital Replica on a day when the Performer does not perform other work for the Producer under this Agreement, the Performer shall be paid one (1) day at the minimum daily fee for the appropriate category. In the event that the Producer has scheduled such services in order to accommodate the schedule of a Performer, the Performer shall be paid one half (1/2) of the minimum daily fee for the appropriate category for a four (4) hour session. If the session exceeds four (4) hours, the Performer shall be paid one (1) day at the minimum daily fee for the appropriate category.

- (iii) Notwithstanding the foregoing, no additional payment is due to a Performer for providing services for purposes of creating an Engagement-Based Digital Replica on a day when the Producer is required to pay the Performer for any services or travel; provided, however, that if the Performer is paid less than the applicable minimum

daily fee prescribed in (ii), above, the Producer shall also pay an additional amount necessary to reach the applicable minimum daily fee prescribed in (ii), above.

(b) Use of an Engagement-Based Digital Replica

For purposes of this Article G102(b), “use” of an Engagement-Based Digital Replica refers to use of an Engagement-Based Digital Replica created pursuant to Article G102(a) above that is intended to create, and does create, a depiction of the Performer, excluding a Background Performer, that gives the clear impression that the Performer represented by the Engagement-Based Digital Replica actually provided services to create image, photography and/or sound when, in fact, the Engagement-Based Digital Replica was used in lieu of the Performer.² (See G104 below for provisions regarding use of an Engagement-Based Digital Replica to digitally alter a Performer's performance in photography or sound track previously recorded by the Performer.)

(i) Use in the Production for Which the Performer Was Engaged

a) A Producer may use a Performer's Engagement-Based Digital Replica in connection with a Production for which the Performer was engaged, upon obtaining consent to the extent required herein. The Producer must obtain the Performer's consent to use the Engagement-Based Digital Replica in new photography or sound track not previously recorded by the Performer; provided, however, that no consent is required when the photography or sound track remains substantially as scripted, performed and/or recorded.

Any consent required must include a reasonably specific description of the intended use of the Engagement-Based Digital Replica in that Production. Consent must be clear and conspicuous and may be obtained through an endorsement or statement in the Performer's contract that is separately signed or initialed by the Performer or in a separate writing that is signed by the Performer.

Any consent that the Performer granted during the Performer's lifetime shall continue to be valid after the Performer's death unless explicitly limited otherwise. In the event the Performer is deceased at the time the Producer seeks any required consent (and the Producer has not already obtained consent during the Performer's lifetime or the Performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or ACTRA, if the deceased Performer's authorized representative cannot be identified or located) who represents the deceased Performer's

² The parties acknowledge that Producers have customarily used digital technologies to depict activities incapable of being performed by a human without serious risk to life or health and/or for use in scenes in which the performer is not recognizable (e.g., a masked character); such uses are not subject to Article G102(b).

exclusive rights as determined by applicable law.

b) If the Producer uses a Performer's Engagement-Based Digital Replica in scene(s) that the Performer would otherwise have performed in person (e.g., using the Digital Replica of a Performer hired for one day for a Role that historically would have been performed by a Performer engaged for five (5) days in a Production), the Performer shall be paid the minimum daily/weekly fee for the appropriate category for the number of production days/weeks that the Producer determines the Performer would have been required to work had the Performer instead performed those scene(s) in person. The Producer will make a good faith effort to estimate the number of production days (without regard to scheduling considerations, e.g., overtime, meal periods, rest periods, etc.) utilizing objective criteria. Such compensation shall be treated as Net Fees under Article A427 of the Agreement.

No compensation shall be required pursuant to the preceding paragraph when:

- the Performer's compensation would have covered the work had the Performer performed the scene(s) in person, based on the form of engagement. For example, if the Engagement-Based Digital Replica of a Performer is used to perform work that could have been performed by the Performer in person within the period of engagement covered by the Performer's contract; or
- the Performer's Engagement-Based Digital Replica is used in a scene that the Performer performed in person (e.g., no compensation is due if a Performer was recorded sitting in the front seat of a car and the Performer's Engagement-Based Digital Replica is used to move the Performer to the back seat of the car in the same scene.

(ii) Use Other Than in the Production for Which the Performer Was Engaged

A Producer may not use a Performer's Engagement-Based Digital Replica in connection with a Production other than one for which the Performer was engaged or in any other field or medium without obtaining the Performer's consent and bargaining separately for the use.

Consent must be clear and conspicuous and include a reasonably specific description of the intended use. Consent must be obtained prior to use in a writing signed by the Performer, but not at the time of engagement, except as provided in the next sentence. When a Performer is engaged on a project specifically identified to be part of a multi-project use (such as a trilogy of related Productions), consent to use the Performer's

Engagement-Based Digital Replica in another of the identified projects may be obtained at the time the Performer is first engaged, provided that a reasonably specific description of the intended use is provided for each identified project. Consent for use in other identified project(s) is valid only if the Performer is also engaged in the other identified project(s) or is deceased at the time the other identified project(s) commences production.

Any consent that the Performer granted during the Performer's lifetime shall continue to be valid after the Performer's death unless explicitly limited otherwise. In the event the Performer is deceased at the time the Producer seeks consent (and the Producer has not already obtained consent during the Performer's lifetime or the Performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or ACTRA, if the deceased Performer's authorized representative cannot be identified or located) who represents the deceased Performer's exclusive rights as determined by applicable law.

The daily rate for an Actor under B101 (plus Use fees as applicable) shall be the minimum for purposes of the bargaining referred to above with respect to use of a Performer's Engagement-Based Digital Replica in connection with a Production other than one for which the Performer was engaged or in any other field or medium.

G103 Independently Created Digital Replica

The following applies to use of an Independently Created Digital Replica in connection with a Production that commences principal photography on or after [insert date that is the first Sunday that is 90 days after the later of the date of the notice of full ratification or January 1, 2025].

A Producer may use an Independently Created Digital Replica in connection with a Production for which the natural Performer was not engaged upon obtaining consent as required herein and bargaining for that use. Consent must be clear and conspicuous and obtained prior to exploitation in a writing signed by the natural Performer that includes a reasonably specific description of the intended use.

Any consent that the Performer granted during the Performer's lifetime shall continue to be valid after the Performer's death unless explicitly limited otherwise. In the event the natural Performer is deceased at the time the Producer seeks consent (and the Producer has not already obtained consent during the natural Performer's lifetime or the natural Performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or ACTRA, if the deceased natural Performer's authorized representative cannot be identified or located) who represents the deceased natural Performer's exclusive rights as determined by applicable law.

No consent is required when the use is of the type permitted without consent of the individual portrayed by Canadian court decisions and statutes, including the Canadian Charter of Rights and Freedoms, for purposes of comment, criticism, scholarship, satire or parody, or use in a docudrama, or historical or biographical work. For clarity, this Article G103 does not apply to use of an Engagement-Based Digital Replica created pursuant to Article G102 above in connection with a Production other than the one for which the Performer was engaged; the provisions of G102(b)(ii) apply instead.

G104 Digital Alteration

This Article G104 applies when a Performer is engaged by the Producer under this Agreement under a contract entered into on or after [the first Sunday that is 90 days after the later of the date of the notice of full ratification or January 1, 2025] to render services as a Performer in a Production and the Producer (directly or through a third party) digitally alters the Performer's voice or likeness in that Production.

The Producer must obtain the consent of the Performer to digitally alter the Performer's performance in photography or sound track previously recorded by the Performer; provided, however, that no consent is required when the photography or sound track of the Performer remains substantially as scripted, performed and/or recorded. Any consent required must be clear and conspicuous and include a reasonably specific description of the intended alteration(s). Consent may be obtained through an endorsement or statement in the Performer's contract that is separately signed or initialed by the Performer or in a separate writing that is signed by the Performer.

Any consent that the Performer granted during the Performer's lifetime shall continue to be valid after the Performer's death unless explicitly limited otherwise. In the event the Performer is deceased at the time the Producer seeks consent (and the Producer has not already obtained any required consent during the Performer's lifetime or the Performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or ACTRA, if the deceased Performer's authorized representative cannot be identified or located) who represents the deceased Performer's exclusive rights as determined by applicable law.

G105 For clarity, the Producer need not obtain the consent of the Performer under G102 or G104 above to perform post-production alterations, editing, arranging, rearranging, revising or manipulating of photography and/or sound track for purposes of cosmetics, wardrobe, noise reduction, timing or speed, continuity, pitch or tone, clarity, addition of visual/sound effects or filters, standards and practices³, ratings⁴, an adjustment in dialogue or narration or other similar purposes, or under any circumstance when dubbing or use of a double is

³ The parties agree that adjustments for standards and practices means adjustments to adhere to stricter standards.

⁴ The parties agree that adjustments for ratings means adjustments to obtain a rating for a wider audience.

permitted under the Agreement. Without limiting the foregoing, no consent is required under G102 or G104 above for purposes of adjusting lip and/or other facial or body movement and/or the voice of the Performer to a foreign language, or for purposes of changes to dialogue or photography necessary for license or sale to a particular market (e.g., substitution of dialogue about an airplane crash for in-flight sales or altering dialogue to adhere to cultural norms for sale to a particular country).

G106 Claims for violation of this Article G1 are subject to resolution pursuant to Article A10 of the Agreement, as applicable, and must be brought under Article A10. Remedies shall be limited to monetary damages.

G107

(a) Except as explicitly set forth herein, it is understood that this Article G1 does not expand or contract any existing rights and obligations under the Agreement.

(b) Without limiting the generality of the foregoing, it is understood that nothing herein overrides Article A24 of the Agreement. Furthermore, no Performer may be required to appear in the nude while rendering services for the creation of a Digital Replica without the Performer's prior consent. In no event shall the Producer require a Minor to appear in the nude while rendering services for the creation of a Digital Replica.

G2 Generative Artificial Intelligence

Generative Artificial Intelligence

The parties acknowledge that definitions of Generative Artificial Intelligence ('GAI') vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content based on those patterns (e.g., ChatGPT4, MidJourney, Dall-E2). It does not include "traditional AI" technologies programmed to perform specific functions (e.g., CGI and VFX), such as those already used during all stages of production (e.g., pre-visualization, pre-production, production, post-production, distribution, marketing). The term GAI is used for convenience and this Article G2 shall also apply to any technology that is consistent with the foregoing definition, regardless of its name.

G201 Use of Synthetic Performers Created Through Generative Artificial Intelligence

The following applies to use of Synthetic Performers in a Production that commences principal photography on or after [insert date that is the first Sunday that is 90 days after the later of the date of the notice of full ratification or January 1, 2025]. A "Synthetic Performer" is a digitally-created asset that: (1) is intended to create, and does create, the clear impression that the asset is a natural Performer who is not recognizable as any identifiable natural Performer; (2) is not voiced by a natural person; (3) is not a Digital Replica (as defined in G101

above); and (4) no engagement arrangement for the Production exists with a natural Performer in the role being portrayed by the asset.

The parties acknowledge the importance of human performance in Productions and the potential impact on engagement under this Agreement when a Synthetic Performer created through a GAI system is used in a human role that would otherwise be performed by a human. For those reasons, the Producer agrees to give ACTRA notice and an opportunity to bargain in good faith over appropriate consideration, if any, if a Synthetic Performer is used in place of a Performer who would have been engaged under this Agreement in a human role.

The parties acknowledge that Producers have customarily used digital technologies to generate non-human characters without the services of a Performer covered under this Agreement, and that the foregoing does not apply to such uses.

If a Producer intends to create, and does create, a Synthetic Performer with a principal facial feature (i.e., eyes, nose, mouth and/or ears) that is recognizable as that of a specific natural Performer through the use of such identified natural Performer's name and facial feature in the prompt to a GAI system, the Producer shall obtain such identified natural Performer's consent and bargain with such natural Performer for the use of the Synthetic Performer in connection with a Production and no additional discussion with ACTRA, consideration or remuneration, is required under this Article G2. For clarity, the foregoing provision shall apply to each such identified natural Performer if more than one specific natural Performer's recognizable principal facial feature is used in the described manner (e.g., Performer 1's eyes, Performer 2's mouth). No consent is required when the use is of the type permitted without consent of the individual portrayed by Canadian court decisions and statutes, including the Canadian Charter of Rights and Freedoms, for purposes of comment, criticism, scholarship, satire or parody, or use in a docudrama, or historical or biographical work.

Claims for violation of this Article G2 are subject to resolution pursuant to Article A10 of the Agreement, as applicable, and must be brought under Article A10. Remedies shall be limited to monetary damages.

G202 The CMPA and the AQPM agree to meet regularly with ACTRA during the term of this Agreement to discuss appropriate remuneration, if any, with respect to photography and/or sound track recorded under this Agreement or any predecessor Agreement that is used to train a GAI system for the purpose of creating Synthetic Performers for use in new production content.

G203 The parties agree to meet six (6) months in advance of the expiration date of this Agreement to begin negotiations regarding this Article G2.

G3 Digital Replication and Alteration of Background Performers⁵

G301 Digital Replication and Alteration

This Article G301 applies when a Background Performer is engaged by the Producer under this Agreement on or after [the first Sunday that is 90 days after the later of the date of the notice of full ratification or January 1, 2025] to appear in a Production and, in connection with the Background Performer's engagement on the Production, the Producer (directly or through a third party):

- (i) requires the Background Performer to provide services for purposes of creating a Background Performer Digital Replica;
- (ii) uses a Background Performer Digital Replica as provided herein; or
- (iii) digitally alters the Background Performer's voice or likeness.

To the extent practicable, Producers shall endeavour to comply with the provisions of this Article G301 on or after the first day of the term of this Agreement, but prior to [the first Sunday that is 90 days after the later of the date of the notice of full ratification or January 1, 2025].

For purposes of this Article, a “Background Performer Digital Replica” of a Background Performer is a replica of the voice or likeness of the Background Performer which is created using digital technology with the Background Performer's physical participation and is for the purpose of depicting the Background Performer in a scene in which the Background Performer did not actually appear.

This Article G301 does not apply to “tiling” of Background Performers.

G302 Creation of Background Performer Digital Replicas

- (1) A Producer must notify a Background Performer no less than forty-eight (48) hours in advance of the time the Background Performer's services are required to create a Background Performer Digital Replica, or at the time of booking if the Background Performer is booked less than forty-eight (48) hours in advance of the time the Background Performer's services are required to create a Background Performer Digital Replica. The Producer must obtain consent if it requires the Background Performer to provide services for purposes of creating the Background Performer's Background Performer Digital Replica for use in connection with a Production. The consent must be clear and conspicuous and may be obtained through an endorsement or statement in the Background Performer's engagement paperwork or voucher that is separately signed or initialed by the

⁵ Except as explicitly set forth herein, it is understood that this Article G3 does not expand or contract any existing rights and obligations under the Agreement. Without limiting the generality of the foregoing, it is understood that nothing herein overrides Article A24 as applicable (regarding use of digital technology to double a Background Performer).

Background Performer or in a separate writing that is signed by the Background Performer.

- (2) When a Background Performer provides services for purposes of creating a Background Performer Digital Replica on the same day the Background Performer performs other work for the Producer under this Agreement, any time spent by the Background Performer in connection with creating the Background Performer Digital Replica shall be treated as work time.

The Producer will endeavour to schedule the Background Performer's services for purposes of creating a Background Performer Digital Replica on a day when the Background Performer is also working for the Producer under this Agreement, when practicable.

When a Background Performer provides services for purposes of creating a Background Performer Digital Replica on a day when the Background Performer does not perform other work for the Producer under this Agreement, the Background Performer shall be paid one (1) day's pay at the applicable minimum daily fee under Part C of the Agreement.

Notwithstanding the foregoing, no additional payment is due to a Background Performer for providing services for purposes of creating a Background Performer Digital Replica on a day when the Producer is required to pay the Background Performer for any services, travel, hold-over on location or a cancelled call; provided, however, that if the Background Performer is paid less than one (1) day's pay at the applicable minimum daily fee under Part C of the Agreement for that day, the Producer shall also pay an additional amount necessary to reach one (1) day's pay at the applicable minimum daily fee.

G303 Use of a Background Performer Digital Replica

- (1) **Use in the Production for Which the Background Performer Was Engaged**

- (a) A Producer may use a Background Performer's Background Performer Digital Replica in connection with a Production for which the Background Performer was engaged, upon obtaining the Background Performer's consent to the extent required herein. The Producer must obtain the Background Performer's consent to use the Background Performer Digital Replica in new photography or sound track not previously recorded by the Background Performer; provided, however, that no consent is required when the photography or sound track remains substantially as scripted, performed and/or recorded.

Consent must be clear and conspicuous and include a reasonably specific description of the intended use of the Background Performer Digital Replica in that Production. Consent may be obtained through an endorsement or statement in the Background Performer's engagement

paperwork or voucher that is separately signed or initialed by the Background Performer or in a separate writing that is signed by the Background Performer. Any consent that the Background Performer granted during the Background Performer's lifetime shall continue to be valid after the Background Performer's death unless explicitly limited otherwise. In the event the Background Performer is deceased at the time the Producer seeks any required consent (and the Producer has not already obtained consent during the Background Performer's lifetime or the Background Performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or ACTRA, if the deceased Background Performer's authorized representative cannot be identified or located) who represents the deceased Background Performer's exclusive rights as determined by applicable law.

(b) If the Producer uses a Background Performer's Background Performer Digital Replica in the Role of a Principal Actor or Actor, the Background Performer shall be paid the minimum applicable daily/weekly rate for a Principal Actor or Actor for the number of production days/weeks that the Producer determines the Background Performer would have been required to work had the Background Performer received an upgrade and performed those scene(s) in person. The Producer will make a good faith effort to estimate the number of production days utilizing objective criteria. Such compensation shall be treated as Net Fees under Article A427 of the Agreement.

(2) Use Other Than in the Production for Which the Background Performer Was Engaged

A Producer may not use a Background Performer's Background Performer Digital Replica in connection with a Production other than one for which the Background Performer was engaged or in any other field or medium without obtaining the Background Performer's consent and bargaining separately for the use.

Consent must be clear and conspicuous and include a reasonably specific description of the intended use. Consent must be obtained prior to use, but may not be obtained at the time of engagement.

Any consent that the Background Performer granted during the Background Performer's lifetime shall continue to be valid after the Background Performer's death unless explicitly limited otherwise. In the event the Background Performer is deceased at the time the Producer seeks consent (and the Producer has not already obtained consent during the Background Performer's lifetime or the Background Performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or ACTRA, if the deceased Background Performer's authorized representative cannot be identified or located) who represents the

deceased Background Performer's exclusive rights as determined by applicable law.

The applicable daily minimum fee for Background Performers under Part C of the Agreement shall be the minimum for purposes of the bargaining referred to above with respect to use of a Background Performer's Background Performer Digital Replica in connection with a Production other than one for which the Background Performer was engaged or in any other field or medium.

G304 Digital replication of Background Performers will not be used in lieu of hiring Background Performers necessary to fulfill the applicable number of Background Performers under Article C5 of the Agreement for the scene(s) to be photographed. A Producer shall not use the Background Performer Digital Replica of a Background Performer to circumvent the engagement of that Background Performer.

G305 Digital Alteration

The Producer must obtain the consent of the Background Performer to digitally alter the Background Performer's appearance in photography or sound track previously recorded by the Background Performer; provided, however, that no consent is required when the photography or sound track of the Background Performer remains substantially as scripted, performed and/or recorded. Any consent required must be clear and conspicuous and include a reasonably specific description of the intended alteration(s). Consent may be obtained through an endorsement or statement in the Background Performer's engagement paperwork or voucher that is separately signed or initialed by the Background Performer or in a separate writing that is signed by the Background Performer.

Any consent that the Background Performer granted during the Background Performer's lifetime shall continue to be valid after the Background Performer's death unless explicitly limited otherwise. In the event the Background Performer is deceased at the time the Producer seeks any required consent (and the Producer has not already obtained consent during the Background Performer's lifetime or the Background Performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or ACTRA, if the deceased Background Performer's authorized representative cannot be identified or located) who represents the deceased Background Performer's exclusive rights as determined by applicable law.

In the event a Background Performer's lip or facial movements are digitally altered to make it appear that the Background Performer is speaking line(s) and dialogue is included, the Background Performer shall receive an upgrade to a higher category under the Agreement as applicable.

G306 For clarity, the Producer need not obtain the consent of the Background Performer under G303, G304 or G305 above to perform post-production alterations,

editing, arranging, rearranging, revising or manipulating of photography and/or sound track for purposes of cosmetics, wardrobe, noise reduction, timing or speed, continuity, pitch or tone, clarity, addition of visual/sound effects or filters, standards and practices⁶, ratings⁷, an adjustment in dialogue or narration or other similar purposes, or under any circumstance when dubbing or use of a double is permitted under the Agreement.

G307 Claims for violation of Article G3 are subject to resolution pursuant to Article A10 of the Agreement, as applicable, and must be brought under Article A10. Remedies shall be limited to monetary damages.

(JJ) Part H Digital Replication and Alteration of Animation Performers – Amend the Agreement to include a new Part H follows⁸:in accordance with Producer Counter Proposal #3 to Union Proposal #U1 (December 14, 2024):

Part H: Digital Replication and Alteration of Animation Performers

H1 DIGITAL REPLICATION AND ALTERATION

This Article H1 applies prospectively to Animation Productions (other than Animation Productions with a theatrical declared Use) based on the effective dates set forth in subparagraphs H102, H103 and H104 below.

To the extent practicable, Producers shall endeavour to comply with the provisions of this Part H on or after the first day of the term of this Agreement but prior to the effective dates set forth in subparagraphs H102, H103 and H104 below.

The parties further acknowledge that the Producers have historically used digital technologies to replicate or alter an Animation Performer’s voice (e.g., audio effects) during all stages of production (e.g., pre-visualization, pre-production, production, post-production, distribution, marketing) and may continue to do so, consistent with their historical practices.

⁶ The parties agree that adjustments for standards and practices means adjustments to adhere to stricter standards.

⁷ The parties agree that adjustments for ratings means adjustments to obtain a rating for a wider audience.

⁸ Note: Corresponding changes will need to be made to renumber existing Part G to Part I

H101 Digital Replicas Definitions

- (a) An ‘Engagement-Based Digital Replica’ is a replica of the voice of a specific individual Animation Performer that: (i) is created in connection with engagement on a Production under this Agreement; (ii) is created using digital technology; (iii) is created exclusively from the voice of that Animation Performer (iv) is created with that Animation Performer’s physical participation; (v) is readily identifiable and attributable to that specific individual Animation Performer through contracts or other regular business records; and (vi) is for the purpose of utilizing the voice of that Animation Performer to voice a Role in sound track for the Production which the Animation Performer did not actually perform and is in lieu of that Animation Performer.
- (b) An ‘Independently Created Digital Replica’ is a replica of the voice of a specific individual Animation Performer in a Role (and not as that particular individual Animation Performer) that is: (i) created using digital technology; (ii) created exclusively from the voice of that individual Animation Performer performing in that Role; (iii) readily identifiable and attributable to that Role; (iv) used to perform that Role; and (v) no engagement arrangement for the Production in which the Independently Created Digital Replica will be used exists with that individual Animation Performer in that Role.

Engagement-Based Digital Replica(s) and Independently Created Digital Replica(s) may be referred to collectively herein as Digital Replica(s).

H102 Engagement-Based Digital Replica

This Article H102 applies when an Animation Performer is engaged by the Producer under this Agreement under a contract entered into on or after [the first Sunday that is 90 days after the later of the date of the notice of full ratification or January 1, 2025] to render services as an Animation Performer in a Production and, in connection with that engagement, the Producer (directly or through a third party) requires the Animation Performer to provide services for purposes of creating an Engagement-Based Digital Replica or uses an Engagement-Based Digital Replica as provided herein.

(a) Services for Creation of Engagement-Based Digital Replicas

- (i) A Producer must notify an Animation Performer no less than forty-eight (48) hours in advance of the time the Animation Performer’s services are required to create an Engagement-Based Digital Replica, or at the time of engagement if the Animation Performer is engaged less than forty-eight (48) hours in advance of the time the Animation Performer’s services are required to create an Engagement-Based Digital Replica. The Producer must obtain the Animation Performer’s consent to provide services for purposes of creating an Engagement-Based Digital Replica

of the Animation Performer for use in connection with a Production. The consent must be clear and conspicuous and may be obtained through an endorsement or statement in the Animation Performer's engagement contract that is separately signed or initialed by the Animation Performer or in a separate writing that is signed by the Animation Performer.

- (ii) When an Animation Performer provides services for purposes of creating an Engagement-Based Digital Replica on the same day the Animation Performer performs other work for the Producer under this Agreement, any time spent by the Animation Performer in connection with creating the Engagement-Based Digital Replica shall be treated as work time.

In the event an Animation Performer is required to provide services for purposes of creating an Engagement-Based Digital Replica on a day when the Animation Performer does not perform other work for the Producer under this Agreement, the Animation Performer shall be paid one (1) Session fee at the Animation Performer's negotiated rate, but not less than the applicable minimum fee under Part D of the Agreement.

(b) Use of an Engagement-Based Digital Replica

- (i) Use in the Production for Which the Animation Performer Was Engaged⁹

- a) A Producer may use an Animation Performer's Engagement-Based Digital Replica in connection with a Production for which the Animation Performer was engaged, upon obtaining consent to the extent required herein. The Producer must obtain the Animation Performer's consent to use the Engagement-Based Digital Replica in new sound track not previously recorded by the Animation Performer; provided, however, that no consent is required when the sound track remains substantially as scripted, performed and/or recorded.

Any consent required must include a reasonably specific description of the intended use of the Engagement-Based Digital Replica in that Production. Consent must be clear and conspicuous and may be obtained through an endorsement or statement in the Animation Performer's engagement contract that is separately signed or initialed by the Animation Performer or in a separate writing that is signed by the Animation Performer.

Any consent that the Animation Performer granted during the Animation Performer's lifetime shall continue to be valid after the Animation Performer's death unless explicitly limited otherwise. In

⁹ See Paragraph B. below for provisions regarding use of an Engagement-Based Digital Replica to digitally alter an Animation Performer's performance in sound track previously recorded by the Animation Performer.

the event the Animation Performer is deceased at the time the Producer seeks any required consent (and the Producer has not already obtained consent during the Animation Performer's lifetime or the Animation Performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or ACTRA, if the deceased Animation Performer's authorized representative cannot be identified or located) who represents the deceased Animation Performer's exclusive rights as determined by applicable law.

- b) If the Producer uses an Animation Performer's Engagement-Based Digital Replica in scene(s) that the Animation Performer would otherwise have recorded in person (e.g., using the Digital Replica of an Animation Performer hired for one Session for a Role that historically would have been recorded over five (5) Sessions), the Animation Performer shall be paid the Animation Performer's pro rata daily rate or the applicable minimum Session fee under Part D of the Agreement, whichever is higher, for the number of Sessions that the Producer determines the Animation Performer would have been required to work had the Animation Performer instead recorded those scene(s) in person. The Producer will make a good faith effort to estimate the number of Sessions utilizing objective criteria. Such compensation shall be treated as Net Fees under Article A427 of the Agreement.
- (ii) Use Other Than in the Production for Which the Animation Performer Was Engaged

A Producer may not use an Animation Performer's Engagement-Based Digital Replica in connection with a Production other than one for which the Animation Performer was engaged or in any other field or medium without obtaining the Animation Performer's consent and bargaining separately for the use.

Consent must be clear and conspicuous and include a reasonably specific description of the intended use. Consent must be obtained prior to use in a writing signed by the Animation Performer, but not at the time of engagement, except as provided in the next sentence. When an Animation Performer is engaged on a project specifically identified to be part of a multi-project use (such as a trilogy of related Productions), consent to use the Animation Performer's Engagement-Based Digital Replica in another of the identified projects may be obtained at the time the Animation Performer is first engaged, provided that a reasonably specific description of the intended use is provided for each identified project. Consent for use in other identified project(s) is valid only if the Animation Performer is also engaged in the other identified project(s) or is deceased at the time the other identified project(s) commences

production.

Any consent that the Animation Performer granted during the Animation Performer's lifetime shall continue to be valid after the Animation Performer's death unless explicitly limited otherwise. In the event the Animation Performer is deceased at the time the Producer seeks consent (and the Producer has not already obtained consent during the Animation Performer's lifetime or the Animation Performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or ACTRA, if the deceased Animation Performer's authorized representative cannot be identified or located) who represents the deceased Animation Performer's exclusive rights as determined by applicable law.

The applicable minimum Session fee under Part D of the Agreement (plus Use fees as applicable) shall be the minimum for purposes of the bargaining referred to above with respect to use of an Animation Performer's Engagement-Based Digital Replica in connection with a Production other than one for which the Animation Performer was engaged or in any other field or medium.

H103 **Independently Created Digital Replica**

The following applies to use of an 'Independently Created Digital Replica' in connection with a Production that commences principal recording on or after *[insert date that is the first Sunday that is 90 days after the later of the date of the notice of full ratification or January 1, 2025]*.

A Producer may use an Independently Created Digital Replica in connection with a Production for which the individual Animation Performer was not engaged upon obtaining consent as required herein and bargaining for that use. Consent must be clear and conspicuous and obtained prior to exploitation in a writing signed by the individual Animation Performer that includes a reasonably specific description of the intended use.

Any consent that the Animation Performer granted during the Animation Performer's lifetime shall continue to be valid after the Animation Performer's death unless explicitly limited otherwise. In the event the individual Animation Performer is deceased at the time the Producer seeks consent (and the Producer has not already obtained consent during the individual Animation Performer's lifetime or the individual Animation Performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or ACTRA, if the deceased individual Animation Performer's authorized representative cannot be identified or located) who represents the deceased individual Animation Performer's exclusive rights as determined by applicable law.

No consent is required when the use is of the type permitted without consent of the individual portrayed by Canadian court decisions and statutes, including the Canadian Charter of Rights and Freedoms, for purposes of comment, criticism, scholarship, satire or parody, or a use in a docudrama, or historical or biographical work.

For clarity, this Article H103 does not apply to use of an Engagement-Based Digital Replica created pursuant to Article H102 above in connection with a Production other than the one for which the Animation Performer was engaged; the provisions of H102(b)(ii) apply instead.

H104 Digital Alteration

This Article H104 applies when an Animation Performer is engaged by the Producer under this Agreement under a contract entered into on or after [the first Sunday that is 90 days after the later of the date of the notice of full ratification or January 1, 2025] to render services as an Animation Performer in a Production and the Producer (directly or through a third party) digitally alters the Animation Performer's voice in that Production.

The Producer must obtain the consent of the Animation Performer to digitally alter the Animation Performer's performance in sound track previously recorded by the Animation Performer; provided, however, that no consent is required when the sound track of the Animation Performer remains substantially as scripted, performed and/or recorded. Any consent required must be clear and conspicuous and include a reasonably specific description of the intended alteration(s). Consent may be obtained through an endorsement or statement in the Animation Performer's engagement contract that is separately signed or initialed by the Animation Performer or in a separate writing that is signed by the Animation Performer.

Any consent that the Animation Performer granted during the Animation Performer's lifetime shall continue to be valid after the Animation Performer's death unless explicitly limited otherwise. In the event the Animation Performer is deceased at the time the Producer seeks consent (and the Producer has not already obtained any required consent during the Animation Performer's lifetime or the Animation Performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or ACTRA, if the deceased Animation Performer's authorized representative cannot be identified or located) who represents the deceased Animation Performer's exclusive rights as determined by applicable law.

H105 For clarity, the Producer need not obtain the consent of the Animation Performer under Article H102 or H104 above to perform post-production alterations, editing, arranging, rearranging, revising or manipulating of sound track for purposes of noise reduction, timing or speed, continuity, pitch or tone, clarity,

addition of sound effects or filters, standards and practices,¹⁰ ratings,¹¹ an adjustment in dialogue or narration or other similar purposes, or under any circumstance when dubbing or replacement of an Animation Performer is permitted under the Agreement. Without limiting the foregoing, no consent is required under Article H102 or H104 above for purposes of adjusting the voice of the Animation Performer to a foreign language, or for purposes of changes to dialogue or photography necessary for license or sale to a particular market (e.g., substitution of dialogue about an airplane crash for in-flight sales or altering dialogue to adhere to cultural norms for sale to a particular country).

H106 Claims for violation of this Article H1 are subject to resolution pursuant to Article A10 of the Agreement, as applicable, and must be brought under Article A10. Remedies shall be limited to monetary damages.

H107 Except as explicitly set forth herein, it is understood that this Article H1 does not expand or contract any existing rights and obligations under the Agreement. Nothing herein alters the scope of coverage under the Agreement.”

H2 GENERATIVE ARTIFICIAL INTELLIGENCE

The parties acknowledge that definitions of Generative Artificial Intelligence (‘GAI’) vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content based on those patterns (e.g., OpenAI, ElevenLabs, Murf.AI, Respeecher and Speechify). It does not include ‘traditional AI’ technologies programmed to perform specific functions (e.g., sound effects), such as those already used during all stages of production (e.g., pre-visualization, pre-production, production, post-production, distribution, marketing). The term GAI is used for convenience and this Article H2 shall also apply to any technology that is consistent with the foregoing definition, regardless of its name.

H201 Use of Synthetic Voices Created Through Generative Artificial Intelligence

The following applies to use of Synthetic Voices in a Production that commences principal recording on or after [insert date that is the first Sunday that is 90 days after the later of the date of the notice of full ratification or January 1, 2025]. A ‘Synthetic Voice’ is a digitally-created asset that: (1) is intended to create, and does create, the clear impression that the asset is an individual Animation Performer who is not recognizable as any identifiable individual Animation Performer; (2) is not the voice of an individual person; (3) is not a Digital Replica (as defined in Article H101 above); and (4) no engagement arrangement for the Production exists with an individual Animation Performer in the Role being portrayed by the asset.

¹⁰ The parties agree that adjustments for standards and practices means adjustments to adhere to stricter standards.

¹¹ The parties agree that adjustments for ratings means adjustments to obtain a rating for a wider audience.

The parties acknowledge the importance of human performance, including voice acting, in Productions and the potential impact on engagement under this Agreement when a Synthetic Voice created through a GAI system is used in a Role that would otherwise be performed by an Animation Performer under the Agreement. For those reasons, the Producer agrees to give ACTRA notice and an opportunity to bargain in good faith over appropriate consideration, if any, if a Synthetic Voice is used in place of an Animation Performer who would have been engaged under this Agreement in the Role.

If a Producer intends to create, and does create, a Synthetic Voice through the use of an identified individual Animation Performer's name in the prompt to a GAI system, the Producer shall obtain such identified individual Animation Performer's consent and bargain with such individual Animation Performer for the use of the Synthetic Voice in connection with a Production and no additional discussion with ACTRA, consideration or remuneration, is required under this Article H2. For clarity, the foregoing provision shall apply to each such identified individual Animation Performer if more than one specific individual Animation Performer's name is used in the described manner. No consent is required when the use is of the type permitted without consent of the individual portrayed by Canadian court decisions and statutes, including the Canadian Charter of Rights and Freedoms, for purposes of comment, criticism, scholarship, satire or parody, or use in a docudrama, or historical or biographical work.

Nothing herein applies to sounds, including sound effects, not exclusively covered under the Agreement.

Claims for violation of this Article H2 are subject to resolution pursuant to Article A10 of the Agreement, as applicable, and must be brought under Article A10. Remedies shall be limited to monetary damages.

H202 The CMPA and AQPM agree to meet regularly with ACTRA during the term of this Agreement to discuss appropriate remuneration, if any, with respect to sound track recorded under this Agreement or any predecessor Agreement that is used to train a GAI system for the purpose of creating Synthetic Voices for use in new content.

H203 The parties agree to meet six (6) months in advance of the expiration date of this Agreement to begin negotiations regarding this Article H2.

(KK) Appendix 12 and Appendix 43 – Amend Appendix 12 and Appendix 43 as follows in accordance with Union Revised Proposal to Union Proposal #U12 (November 12, 2024):

Appendix 12 and Appendix 43

“Pronouns to be used by production (optional):”

Production Company: _____
with offices at: _____ Phone: _____
Represented by: _____ Title: _____
(Name)
contracts with: _____ to provide the services of: _____
(performing company, if applicable)
Address: _____
Phone: _____ SIN: _____ ACTRA/Work Permit No.: _____ GST/HST No.: _____ QST No.: _____
Age (if a Minor) _____ Legal Guardian: _____ Pronouns to be used by production (optional): _____

(Name of Agent/Representative) (Address)

(Phone) (email)

(LL) Appendix 30 Letter of Understanding Regarding Working Conditions – Amend Appendix 30 as follows in accordance with Producer Counter Proposal #1 to Union Proposal #U40 (November 6, 2024):

APPENDIX 30

LETTER OF UNDERSTANDING REGARDING WORKING CONDITIONS

1. to 29. *Status quo.*

30. appropriate measures to be taken when Performers are working in areas where the air is affected by wildfire smoke.

status quo

(MM) Appendix XX Letter of Understanding: Hair and Makeup Professionals – Amend the Agreement to include a new Appendix XX as follows in accordance with Producer Counter Proposal #1 to Hair and Makeup Proposal HMU U2 (November 6, 2024):

APPENDIX XX

LETTER OF UNDERSTANDING:
HAIR AND MAKEUP PROFESSIONALS

Letter of Understanding

between

the Alliance of Canadian Cinema, Television and Radio Artists
(hereinafter “ACTRA”)

and

the Canadian Media Producers Association and Association Québécoise de la

Production Médiatique
(hereinafter “CMPA/AQPM”)

ACTRA and the CMPA / AQPM (the “Parties”) agree to the following:

1. On Productions that are providing hair and makeup services to Performer(s), if a Producer determines it is unable to provide hair and/or make-up professionals with the appropriate skillset, equipment or products to work with the Performer, subject to the prior approval by the Producer, costs of hair and/or make-up services shall be reimbursed and time spent receiving hair and/or makeup services shall be paid in accordance with this Letter of Understanding.

2. When (1.), above, applies and the Performer is approved by the Producer to receive hair and/or makeup services from a third-party service provider(s), the Performer shall be paid for two (2) hours or the actual time spent in receiving the approved hair and/or make-up services, whichever is greater, at the Performer’s contracted hourly rate.

3. When (1.), above, applies and a Performer is approved by the Producer to self-style their hair and/or self-apply their makeup:

(a) On a day that is not a workday, the Performer shall be paid two (2) hours or the approved time spent in self-styling of hair and/or self-application of makeup, whichever is greater, at the Performer’s contracted hourly rate;

(b) On a day that is a workday, the Performer shall be paid for the approved time spent in self- styling hair and/or self-applying of makeup.

4. Days on which Performers are entitled to payments pursuant to (2.) and (3.) shall only be a workday for the purposes of the Agreement if the Performer also works in front of the camera or behind the microphone on that day (i.e. it is otherwise a “workday” in accordance with Article A427).

For clarity:

(i) payments for days that are not workdays are excluded in the calculation of Net Fees in accordance with Article A427(b); and

(ii) in accordance with Article A1501 the first fifteen (15) minutes shall not be computed to create an overtime situation on a day that is a workday.

5. For the purpose of this Letter of Understanding, the term Performer does not include Background Performers.

6. This measure shall be in place while the Parties work towards bolstering the talent pool of hair stylists and makeup artists who can service all Performers on set. In the final year before the expiry of the IPA, the Parties will reconvene through the Appendix 33 Committee, to evaluate the progress of this initiative and discuss required updates to Appendix XX for the next iteration of the IPA.

(NN) **Appendix XX** – Amend the Agreement to include a new Appendix XX as follows in accordance with Producer Counter Proposal #3 to Hair and Makeup Proposal #HMU U4 (December 11, 2024):

APPENDIX XX

Letter of Understanding

between

The Alliance of Canadian Cinema, Television and Radio Artists
(hereinafter “ACTRA”)

and

The Canadian Media Producers Association and
Association Québécoise de la Production Médiatique
(hereinafter the “Associations”)

ACTRA, the CMPA and the AQPM (collectively the “Parties”) agree to the following:

1. Should the Producer request changes to the Background Performer’s natural hair texture or current textured hairstyle, the Background Performer shall advise the Producer if such changes shall require in excess of thirty (30) minutes of self-styling or styling by a third-party service provider. If the Producer instructs the Background Performer to perform such self-styling or attend a third-party service provider for styling, the Producer shall cover all pre-approved expenses related to the required changes.
2. When paragraph 1, above, applies and the Background Performer is approved by the Producer to self-style in excess of thirty (30) minutes or receive hair services from a third-party service provider(s), the Background Performer shall be paid:
 - (a) The approved time at the Background Performer’s contracted hourly rate, which shall not be included in the computation of overtime, when styling is performed away from the Producer’s premises on a day that the Background Performer works for the Producer; or
 - (b) Two (2) hours or the approved time spent in self-styling of hair or in receiving the approved hair services, whichever is greater, at the Background Performer’s contracted hourly rate when styling is performed on a day that the Background Performer does not otherwise work for the Producer.
3.
 - (a) A Producer, or its designee, may, at the Producer’s discretion, request a photo of any Background Performer with the Background Performer’s current hairstyle in advance of the Booking.
 - (b) When a photo is requested, the Background Performer shall provide a photo clearly showing the Background Performer’s current hairstyle and colour.

(c) When 3 (a) and (b), above, apply, the Background Performer shall, prior to Booking, confirm that the Background Performer’s current hairstyle and colour match the photo provided. No Background Performer shall change the current hairstyle, cut, or colour after the time of Booking without the explicit consent of the Producer.

(OO) Appendix XX Letter of Understanding - *Amend the Agreement to include a new Appendix XX as follows in accordance with Producer Counter Proposal #3 to Union Proposal #U33 (December 9, 2024):*

APPENDIX XX

Letter of Understanding

between

The Alliance of Canadian Cinema, Television and Radio Artists

(hereinafter “ACTRA”)

and

The Canadian Media Producers Association and

Association Québécoise de la Production Médiatique

(hereinafter the “Associations”)

ACTRA, the CMPA and the AQPM (collectively the “Parties”) are committed to ensuring a safe environment for Minors on set.

The Parties agree to establish a committee as follows:

1. The mandate of the committee is to discuss the health and safety of Minors on set and to issue any appropriate interpretive or advisory bulletins to the industry on this issue.

2. The committee will be comprised of equal members and staff of ACTRA and the Associations, as well as other industry stakeholders that may be invited to participate, as appropriate and mutually agreed upon.

3. The committee shall meet at least two times a year, in a manner to be determined by the committee.

4. ACTRA and the Associations shall each bear its/their own costs associated with the operation of the committee.

(PP) Appendix XX Letter of Understanding Regarding the Accessible Sets Committee – *Amend the Agreement to include a new Appendix XX as follows in accordance with Producer Counter #3 to Union Proposal #U20 (December 16, 2024):*

APPENDIX XX

Letter of Understanding Regarding the Accessible Sets Committee

between

The Alliance of Canadian Cinema, Television and Radio Artists

(hereinafter “ACTRA”)

and

The Canadian Media Producers Association and
Association Québécoise de la Production Médiatique
(hereinafter the “Associations”)

1. ACTRA and the Associations agree to strike a committee to discuss accessible sets. The mandate of the committee is to issue any appropriate interpretive or advisory bulletins to the industry on this issue, and any other appropriate steps to make progress on creating accessible sets.
2. The committee will be comprised of equal members and staff of ACTRA and the Associations, as well as other industry stakeholders that may be invited to participate, as appropriate and mutually agreed upon.
3. The committee shall meet at least two times a year, in a manner to be determined by the committee. The committee shall have its first meeting by April 30, 2025.
4. ACTRA and the Associations shall each bear its/their own costs associated with the operation of the committee.

(QQ) Appendix XX Letter of Understanding – *Amend the Agreement to include a new Appendix XX as follows in accordance with Producer Counter Proposal #1 to Union Proposal #U22 (December 9, 2024):*

APPENDIX XX

Letter of Understanding

between

The Alliance of Canadian Cinema, Television and Radio Artists
(hereinafter “ACTRA”)

and

The Canadian Media Producers Association and
Association Québécoise de la Production Médiatique
(hereinafter the “Associations”)

During the 2024 negotiations, ACTRA discussed the importance to the advancement of Performers’ careers of accurate credits appearing on the IMDb website, which is commonly used by producers and casting directors for the purpose of verifying a Performer's previous work experience.

This will confirm that the Producer shall make reasonable efforts to assist a Performer engaged on a Production who is unable to obtain from other sources the corroborating information needed to correct or add a credit on IMDb.

(RR) Notice to CMPA and AQPM Members - *The CMPA and AQPM agree to distribute the following notice to their respective members as follows in accordance with Union Revised Proposal to Union Proposal #U17 (November 14, 2024):*

NOTICE TO CMPA AND AQPM MEMBERS:

During 2024 negotiations for the renewal of the ACTRA Independent Production Agreement, the CMPA, AQPM and ACTRA discussed issues relating to the necessity for rest for Performers following a lengthy travel day.

This bulletin is a reminder to Producers to be mindful that Performers who have travelled on long flights may need time for rest after arrival. In those circumstances, Producers are encouraged to be considerate of scheduling following the Performer's arrival.

(SS) Housekeeping – *The Parties agree to make the following housekeeping changes to the Agreement:*

- (i) A205 (a) – Add bold formatting on the article title.
- (ii) Amend Appendix 24A Alternate Guarantee Letter as follows:

The undersigned Guarantor guarantees payment of all the Producer's monetary obligations with respect to the production of the Picture that are now due or may become due to any Performer, ACTRA, or the ACTRA Fraternal Benefit Society pursuant to Parts A, B, C, ~~and~~ D, E, and F of the IPA. Stet.
- (iii) Gender neutral language throughout Agreement and Appendices.

NOTE: Agree to use gender neutral language throughout Agreement and Appendices and to discuss the matter in editing. However, for clarity, the Parties do not agree to remove only “male and female” from A2001(a)(iv) or Appendix 30, item 4.
- (iv) Replace references throughout the Agreement from ~~SAG or AFTRA~~ to be SAG-AFTRA.
- (v) Appendix 10 Purchasers Assumption Agreement – Amend “Distributor” to “Purchaser” in the signatory section.
- (vi) Appendix 20 – Amend “engager” to “Producer” under 401 Preference of Engagement.
- (vii) Appendix 30 Letter of Understanding Regarding Working Conditions – Remove “and” at the end of item 24.
- (viii) Appendix 30 Letter of Understanding Regarding Working Conditions – Remove “.” and add an “;” at the end of item 25.
- (ix) “Roles” capitalized throughout the Agreement.

NOTE: Agree to look at look at capitalizing, where appropriate, “Roles” throughout the Agreement during editing. For clarity, both Parties will discuss any instances where “roles” should not be capitalized.
- (x) Amend “chaperon” to “chaperone” throughout the Agreement.

- (xi) Standardize references to Performers with disabilities throughout the Agreement (Edit: Performers ~~living~~ with disabilities).
- (xii) A3602 Late-Payment Penalty – Amend “~~sixteenth~~ (16th) day” to read “fifteenth (15th) day”.
- (xiii) *Appendix XX – Amend the Agreement to include a new Appendix XX as follows in accordance with Hair and Makeup Housekeeping Proposal (October 10, 2024):*

APPENDIX [XX]

This Hair and Makeup Bulletin was jointly issued by ACTRA, the CMPA and the AQPM in December 2021. This Bulletin is included as an Appendix to the IPA for reference only. The terms of this Bulletin are understood to be jointly endorsed best practices and are not terms or conditions of the IPA.

Hair and Makeup Bulletin

The Canadian Media Producers Association (CMPA), the Association Québécoise de la Production Médiatique (AQPM) and the Alliance of the Canadian Cinema, Television and Radio Artists (ACTRA) are committed to safe and respectful worksites, and an industry free of discrimination.

In an effort to advance the above principles, when producers are providing hair and makeup services on set to Performers, and specifically when providing hair and makeup services to Black, Indigenous, and People of Colour Performers:

- Where appropriate, and as early as reasonably practicable, the Hair and Makeup Heads of Department should seek to ensure their crew members are experienced in meeting the hair and makeup needs of Black, Indigenous, and People of Colour Performers engaged on the production.
- Where appropriate, Heads of Department should ensure, as early as reasonably practicable, that proper hair and makeup equipment and products necessary to meet the needs of Black, Indigenous, and People of Colour Performers engaged on the production are available, for example, with respect to makeup shades, hair products, tools and other styling considerations.
- Where the proper skillset, equipment or products necessary to meet the needs of Black, Indigenous, and People of Colour Performers engaged on the production are not available on-set, producers should consult, as appropriate, with the Performer, Head of Department and/or the applicable union/guild with respect to accessing other qualified stylists and artists, or other alternate means of providing appropriate hair and makeup services to Black, Indigenous, and People of Colour Performers.
- An open and constructive dialogue between all parties should be developed to ensure that the hair and makeup needs of Black, Indigenous, and People of

Colour Performers are included in the overall assessment of hair and makeup services, when hair and makeup services are being provided by the producer. Performers are encouraged to bring issues forward to the producer representative on set in the event hair and makeup needs are not being adequately met.

- Producers are encouraged to make this bulletin available to Performers.

The CMPA, the AQPM and ACTRA will continue to work alongside other industry stakeholders to continue to advance the goals of equity, diversity, inclusion and belonging.

Associations

- (A) **A440 Risk Performance** – Amend Article A440 as follows in accordance with Producer Proposal #2 (October 10, 2024):

A440 **Risk Performance** means the undertaking of any action by a Performer (other than a Stunt Performer engaged to perform a stunt or stunts) which action could reasonably be considered dangerous and beyond the Performer’s general experience, or the placing of the Performer in a position that would normally be considered hazardous.

NOTE: This proposal is tabled as a clarification without prejudice to the Associations’ position that a reasonableness standard must be applied to the assessment of whether action could be considered dangerous and beyond the Performer’s general experience.

- (B) **A442 Series** – Amend Article A442 as follows in accordance with Producer Proposal #3 (October 10, 2024):

A442 **Series** means a number of Episodes produced as a group ~~to be presented in a regular pattern.~~

- (a) **Episodic Series** means a Series held together by the same title or identifying device common to all of the Episodes, plus a character or characters common to many or all of the Episodes.
- (b) **Serial** means a Series in which the same characters carry on a continuing narrative.
- (c) **Anthology Series** means a Series where each Episode contains a separate complete story or other complete program entity, without a character or characters common to each of the Episodes, but held together by the same title, trade name or mark, or identifying device or personality common to all of the Episodes. A continuing Host shall not be considered a character common to each of the Episodes.

- (C) **A1501 Time for Makeup, Hairdressing, etc.** – Amend Article A1501 as follows in accordance with Producer Proposal #9 (October 10, 2024):

A1501 **Time for Makeup, Hairdressing, etc.** When a Performer is required to report for makeup, hairdressing, wardrobe, or fitting immediately prior to the Performer’s Production Call, the following conditions shall apply: a maximum of ~~fifteen (15)~~ eighteen (18) minutes at the Performer’s applicable straight-time hourly rate shall be payable and shall not be computed to create an overtime situation. Time in excess of ~~fifteen (15)~~ eighteen (18) minutes shall be considered as part of the regular eight (8) hour day.

- (D) **A2308 Preproduction Rehearsal and Reading Session** – Amend Article A2308 as follows in accordance with Producer Revised Proposal #1 to Producer Proposal #12 (November 13, 2024):

A2308 **Preproduction Rehearsal and Reading Session** Prior to the commencement of production, Performers may be called for Rehearsal(s) and/or Reading Session(s). Subject to the agreement of the Performers concerned, Rehearsal performance may be temporarily preserved. ~~Use of such preserved performance is prohibited and the recording shall be discarded when it has served its assessment purpose.~~ Performers shall be compensated for time spent in Rehearsal(s) and/or Reading Session(s) at the Performer’s contracted hourly rate, with a minimum two (2) hour Call and half (½) hour increments thereafter. Use of Rehearsal(s) and/or Reading Session(s) preserved performance(s) is permitted for promos only, provided the Producer notifies the Performer at least twenty-four (24) hours in advance and the Performer provides prior consent. If the performance is used for promotional purposes, the Performer will be entitled to receive the fee prescribed in A3203.

- (E) **A3203 Promos** – Amend Article A3203 as follows in accordance with Producer Proposal #13 (October 10, 2024):

A3203 If the Producer desires the services of a Performer in making publicity stills, promos, or trailers, the Performer, excluding Background Performers, shall be paid a fee not less than \$605.25/\$623.50/\$642.25 with four (4) hours included work time.

NOTE: This proposal is tabled as a clarification without prejudice to the Associations’ position a Producer is not required to compensate Background Performers (including Stand-Ins and Photo Doubles) at the A3203 rate when engaging them for the purposes of making publicity stills, promos, or trailers.

- (F) **D103 Minimum Fees for Animation Performers** – Amend Article D103 as follows in accordance with Producer Proposal #24 (October 10, 2024):

D103 **Minimum Fees for Animation Performers** (per Production of more than ten

[10] minutes' running time)

Categories	Period	Daily Fee	Hourly Fee	Overtime Rate	Included Work Hours
Principal Actor	1	\$583.00	\$104.25	\$156.00	4
	2	\$600.50	\$107.50	\$160.75	4
	3	\$618.50	\$110.75	\$165.50	4
Actor, etc.	1	\$392.50	\$70.00	\$105.25	4
	2	\$404.25	\$72.00	\$108.50	4
	3	\$416.50	\$74.25	\$111.75	4

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

All payments for work in excess of the included work time shall be pro-rated based on work time calculated in one-tenth (1/10) hour units.

- (G) **D105 Minimum Fees for Short Animated Productions** – Amend Article D105 as follows in accordance with Producer Proposal #24 (October 10, 2024):

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

(a) *Status quo*

(b) Additional work time per hour ~~\$103.75/ \$106.75/~~ \$110.00 [*subsequent year rates*] per Performer paid in one-tenth (1/10) hour units at the pro-rated hourly rate.

(c) *Status quo.*

- (H) **D107 Bumpers and Generic Promos** – Amend Article D107 as follows in accordance with Producer Proposal #24 (October 10, 2024):

D107 Bumpers and Generic Promos

An Animation Performer may perform Bumpers in the nature of “We’ll be right back” or generic promos for the Production or Series (i.e., those that do not identify a particular broadcaster or station) during a regularly scheduled Session, for no additional compensation. A Performer engaged for the sole purpose of making Bumpers and generic promos shall be paid a Session fee of \$583.00/ \$600.50/\$618.50 for a four (4) hour minimum Call. Additional time up to and including eight (8) hours of work shall be paid in one-tenth (1/10) hour units at the pro-rated hourly rate. For the purpose of calculating Use fees, the performance in a Bumper Session shall be deemed to be the same as in an Episode.

- (I) **D108 Promotional Announcers and Non-generic Promos** – Amend Article D108 as follows in accordance with Producer Proposal #24 (October 10, 2024):

D108 **Promotional Announcers and Non-generic Promos** An Animation Performer engaged as a promotional Announcer shall be entitled to a Session fee of \$831.50/ \$856.50/ \$882.25. Additional time up to and including eight (8) hours shall be paid in one-tenth (1/10) hour units at a prorated hourly rate. For the purposes of calculating prepaid Uses, the performance in a Session shall be deemed to be the same as in an Episode.

(J) **E106 Productions Made for New Media Minimums Fees** – Amend Article E106 as follows in accordance with Producer Revised Proposal #1 to Producer Proposal #26 (December 11, 2024)

(a) *Status quo.*

Tier A	Over \$12,840 <u>\$13,739</u> per minute	No discount, and IPA terms and conditions apply except for the determination of Use fees, which are set out in section E108 below
Tier B	Over \$10,967 <u>\$11,735</u> to \$12,840 <u>\$13,739</u> per minute	No discount*
Tier C	Over \$8,292 <u>\$9,950</u> to \$10,967 <u>\$11,735</u> per minute	25% discount if only one non-Canadian Performer engaged, or no discount if more than one non-Canadian Performer engaged*
Tier D	\$0.00 to \$8,292 <u>\$9,950</u> per minute	35% discount if only one nonCanadian Performer engaged, or no discount if more than one non-Canadian Performer engaged*

*(i) – (ii) *Status quo.*

(b) *Status quo.*

(K) **Part F – Fact-Based/Lifestyle Production** – Amend Part F as follows in accordance with Producer Revised Proposal #3 to Producer Proposal #27 (December 11, 2024):

PART F: FACT-BASED/LIFESTYLE/REALITY PRODUCTION

F101 **Preamble** ~~As this is an emerging genre of production,~~ ACTRA and the Associations agree to work together to encourage more production of this type under the Independent Production Agreement.

F102 **Definition** A Fact-based/Lifestyle/Reality Production is a ~~television~~ Production with ~~an average budget below \$350,000 per half hour, on~~ a non-fictional theme, excluding drama Productions, Documentaries, and game shows. Fact-based/Lifestyle/Reality Productions include home renovation, cooking, travel, and reality programs.

Examples include *Lofters* (reality program), *Meet the Folks* (reality contest), *Canadian Idol* (talent contest), *Wedding Story* (fact-based reality), and *Trading Places* (lifestyle reality).

F201 **Inclusions** The following participants shall be contracted as Performers and paid in accordance with the terms and conditions of the IPA and this section:

(a) the host(s) and narrator(s);

(b) judges or other experts who play an integral role in a Production on three (3) or more Episodes in a calendar year;

(c) any other distinct, recurring individual who plays an integral role in a Production and appears in at least ~~six (6)~~ five (5) Episodes. It is understood that once such a person is covered, the individual is not automatically covered on future episodes of a Series unless ~~she~~ the individual continues to qualify.

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

Note: Corresponding change to A418 as follows:

A418 **Fact-based/Lifestyle/Reality Production** is a ~~television~~ Production with ~~an average budget below \$350,000 per half hour, on~~ a non-fictional theme, excluding drama Productions, Documentaries and game shows. Fact-based/Lifestyle/Reality Productions include home renovation, cooking, travel and reality programs. Examples include *Lofters* (reality program), *Meet the Folks* (reality contest), *Canadian Idol* (talent contest), *Wedding Story* (fact-based reality) and *Trading Places* (lifestyle reality).

(L) **Appendix 3 Voluntary Recognition Agreement** – Amend Appendix 3 as follows in accordance with Producer Revised Proposal #1 to Producer Proposal #29 (November 13, 2024):

APPENDIX 3 VOLUNTARY RECOGNITION AGREEMENT

(see Article A103)

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

Voluntary Recognition Agreement

I, _____ [print name of individual], on behalf of the Producer, hereby acknowledge receipt of the Independent Production Agreement, effective from ~~January 1, 2022~~ ~~19, to December 31, 2024~~ [Term], and covering Performers in independent production, between the Canadian Media Producers Association (“the CMPA”),

Association Québécoise de la Production Médiatique (“the AQPM”), and the Alliance of Canadian Cinema, Television and Radio Artists (“ACTRA”), and state that I am authorized to execute this Agreement on behalf of _____ (“the Producer”).

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

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

Check one of the following:

For Association Members:

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

CMPA: Membership No. _____

The Negotiation Protocol set out in Appendix 2 of the IPA is hereby incorporated herein by reference, and, by signing this document, the Producer appoints the CMPA as its exclusive bargaining agent, authorized to bargain on its behalf, and agrees that it shall be bound by the terms and conditions of the Agreement, which is the result of collective bargaining between the Associations, on the one hand, and ACTRA, on the other hand, subject to ratification.

OR

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

Optional Non-Canada Content Production Declaration and Undertaking

Check if applicable [Checkbox]:

For the purposes of A707(a) of the Agreement, the Producer notifies ACTRA of the following:

- The Producer has not applied and will not apply for certification of such Production by CAVCO or Canadian content under the CRTC;
- Neither Telefilm Canada nor any provincial film-funding agency, or their successor organizations, have any direct or indirect financial participation in the Production; and
- No Crown agency or corporation and no public institution have participated in the Production either in the form of financial participation or by the provision of production facilities or personnel.

Pursuant to A707(b) the Producer undertakes that neither the Producer nor any agent

or representative of the Producer shall at any time apply for certification by CAVCO or as Canadian content by the CRTC or to use any other instrument of Canadian tax policy in respect of the Production to which a so-called Canadian Production would otherwise be entitled.

Pursuant to A707(c) the Producer agrees to undertake best efforts to engage Canadian Performers in all Roles in the Production.

Balance of Appendix 3 status quo.

(M) Appendix 18 Canadian Independent Production Incentive Program (CIPIP) – Amend Appendix 18 as follows in accordance with Union Counter Proposal to Producer Proposal #30 (December 15, 2024):

6. Schedule of Discounts of Minimum Fees

Period [≠]	Budget*	All Canadian Cast Percentage Discount	Other Percentage Discount
Features, Movies of the Week (MOWs), and Each 2 Hours of Mini-Series			
	Under \$2,034,938	35%	25%
	\$2,034,939 to \$2,713,250	25%	15%
<u>Features</u>			
	<u>Under</u> <u>\$2,500,000</u>	<u>35%</u>	<u>25%</u>
	<u>\$2,500,001 to</u> <u>\$3,250,000</u>	<u>25%</u>	<u>15%</u>
	<u>\$3,250,001 to</u> <u>\$4,000,000</u>	<u>15%</u>	<u>5%</u>
Super-Low-Budget Features and MOWs (see Note 1)			
	under \$339,158	45%	35%
Period [≠]	Budget*	All Canadian Cast Percentage Discount	Other Percentage Discount
TV Series on Film/HD (per ½ hour) (see Note 2)			
	under \$203,494-	30%	20%
	\$203,495 to \$440,904	20%	10%
	\$440,905 to \$610,482	15%	5%

Period [±]	Budget [*]	All Canadian Cast Percentage	Other Percentage Discount
TV Series on Tape (per ½ hour) [see Note 2]			
	up to \$40,700	40%	30%
	\$40,701 to \$94,964	30%	20%
	\$94,965 to \$183,145	20%	10%
	\$183,146 to \$284,893	15%	5%
TV Drama Specials and One-off Productions (per ½ hour and less than 2 hours)			
	up to \$461,253	35%	25%
	\$461,254 to \$556,216	25%	15%
	\$556,217 to \$644,398	15%	5%

Balance of article status quo.

- (N) **Appendix 21 Provisions applying to Québec only** – Amend Appendix 21 as follows in accordance with AQPM Proposal #1 (October 10, 2024):

APPENDIX 21

[New, to be inserted after existing article 7]

8. Occupational health and safety committee

The parties agree to continue their discussions related to occupational health and safety issues in Québec through the Comité national de santé et de sécurité au travail (audiovisual sector) (“Comité”) in accordance with the terms of the framework agreement reached in 2021 between the AQPM, ACTRA and a number of other producers' and artists' associations.

In the event that the Comité mentioned in the preceding paragraph ceases its activities, the AQPM and ACTRA agree to establish a new joint committee, the purpose of which will be to fulfill, with respect to the group of workers composed of performers represented by ACTRA, the roles and functions previously performed by the Comité.

[New, to be inserted after article above]

9. In order to finance the operations of the Comité, members of the AQPM shall, when they produce a Production, pay the AQPM 0.02% (i.e., 2¢ per 100\$) of the Gross

Performers’ Fees. Said payment shall be made in the manner prescribed by the AQPM no more than 15 days after the end of the month during which principal photography is concluded. This article ceases to apply if the Comité ceases its operations or suspends them for more than 6 consecutive months.

Balance of Appendix 21 status quo.

- (O) **Appendix XX Letter of Understanding** – *Amend the Agreement to include a new Appendix XX in accordance with Producer Discussion Item #3 (December 12, 2024):*

APPENDIX XX

Letter of Understanding

between

The Alliance of Canadian Cinema, Television and Radio Artists
(hereinafter “ACTRA”)

and

The Canadian Media Producers Association and
Association Québécoise de la Production Médiatique
(hereinafter the “Associations”)

ACTRA, the CMPA and the AQPM (collectively the “Parties”) agree as follows:

1. The Parties shall establish a committee to discuss Indigenous Productions that shall have its first meeting within the first three months of the Agreement. The mandate of the committee shall include organizing a summit between Indigenous Producers and Indigenous Performers within the first year of the Agreement.

2. The committee shall be comprised of members and staff of ACTRA and the Associations, including Indigenous Producers and Indigenous Performers.

- (P) **Appendix X Definition of “Toronto”** – *Amend Agreement to include a new Appendix X as follows in accordance with Proposal Revised Proposal #1 to Producer Proposal #31 (December 13, 2024):*

Appendix X – Definition of “Toronto”

The Parties agree that for the purposes of Articles A3701, and C501 “Toronto” shall mean the City of Toronto, and the regions of Durham, Halton, Peel and York.

- (Q) **Housekeeping** – *The Parties agree to make the following housekeeping amendments to the Agreement:*

(i) *Amend A3701 as follows:*

A3701 Administration Fees

(a)-(b): *Status quo*.

(c) **CMPA Fees** If the Producer is a Member in Good Standing of the CMPA as of the date of remittance of the administration fee, the Producer shall pay to the CMPA two percent (2%) of the Gross Performers' Fees, to a maximum of three thousand and eight hundred dollars (\$3,800.00) per Production or Episode. However, if the Gross Performers' Fees in respect of a Production (excluding a Series) exceed two million dollars (\$2,000,000.00), the above noted maximum administration fee shall be five thousand and seven hundred dollars (\$5,700.00). The CMPA confirms its right to modify the CMPA fee at any point at its sole discretion. The Producer's obligations to pay these fees to the CMPA shall not be reduced, waived or otherwise varied absent the CMPA's express written consent.

(d)-(h): *Status quo*.

All Corresponding Changes – *The Parties agree to make all corresponding changes necessary to give effect to the agreed to Proposals listed herein.*

This Memorandum of Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that the execution and exchange of the counterparts of this Memorandum of Agreement electronically, including by electronic transmission, is enforceable as if the counterparts were executed in original ink copies.

Entered into this 21st day of December 2024.

For ACTRA:



Marie Kelly
National Executive Director & Chief Negotiator



Eleanor Noble
President, ACTRA National

For CMPA:



Sean Porter
Vice President, National Industrial
Relations and Counsel

For AQPM:



Hugo Barnabé
Chief Negotiator and Labour Relations Counselor