

ACTRA, CMPA, AQPM 2024 NEGOTIATION HIGHLIGHTS

This document provides highlights of the changes to the ACTRA Independent Production Agreement (“IPA”) agreed to by the parties as a result of 2024 negotiations. Please note that this list is not exhaustive. For all agreed to changes to the IPA please review the parties’ Memorandum of Agreement.

Term and Rate/Tier Increases

- Three-year term expiring December 31, 2027, with an effective date of the date of the notice of full ratification.
- General rate increase of 6%/4%/3.5%, with the following exceptions:
 - Rates under Part C of the IPA (Background Performers): 7%/4%/3.5%
 - Rates under C503 of the IPA (Cash Background Performers): \$0.75/\$0.50/\$0.50
- Insurance and Retirement contributions in years 2 and 3 of the IPA as follows:
 - 0.5% increase to insurance contributions effective January 1, 2026.
 - 0.5% increase to retirement contributions effective January 1, 2027.

Other Amendments:

- Clarify that a reasonableness standard must be applied when assessing whether a performance constitutes a Risk Performance.
- Amend the definition of Series under the IPA to remove the obligation that a series must be “presented in a regular pattern.”
- Increase the time for makeup and hair services that do not go towards the computation of overtime from fifteen minutes to eighteen minutes.
- Allow a Producer to use a rehearsal and/or reading session for promo use, provided the Producer notifies the Performer at least 24 hours in advance and obtains consent. The Performer will be entitled to promo use payment for such use.
- Expressly exclude Background Performers from the rate applicable when a Performer is engaged only for the purposes of making publicity stills, promos or trailers.
- Clarify in the animation section that payments in excess of included work time shall be calculated in one-tenth hour units.
- Increase the Tier thresholds under E106, New Media as follows:

- Tier A – from over \$12,840 per minute to over \$13,739 per minute.
- Tier B – from \$10,967 to \$12,840 per minute to \$11,735 to \$13,739 per minute.
- Tier C – from \$8,292 to \$10,967 per minute to \$9,950 to \$11,735 per minute.
- Tier D – from \$0.00 to \$8,292 per minute to \$0.00 to \$9,950 per minute.
- Expand the ability for Producers to utilize Part F, Fact-Based/Lifestyle/Reality Productions, by removing the limitation that the section only applies to productions with a budget under \$350,000.
- Amend the participants that shall be contracted as ACTRA Performers in a Fact-Based/Lifestyle/Reality Production to include a distinct, recurring individual who plays an integral role for at least 5 Episodes.
- Amend the Canadian Independent Production Incentive Program (CIPIP) thresholds to introduce a separate Features threshold with the following budget and discounts:
 - Under \$2,500,000 – 35% all Canadian cast percentage discount, and 25% other percentage discount;
 - \$2,500,001 to \$3,250,000 – 25% all Canadian cast percentage discount, and 15% other percentage discount;
 - \$3,250,001 to \$4,000,000 – 15% all Canadian cast percentage discount, and 5% other percentage discount (new tier);
- Establish a committee to discuss Indigenous Productions that has a mandate to organize a summit of Indigenous Producers and Indigenous Performers within the first year of the IPA.
- Affirm the Producer’s existing human rights obligations to provide accommodation when required by applicable human rights legislation.
- Clarify that a Performer’s on-set obligations do not include translating script material into English or from one language into another.
- Increase the permit fee applicable to a Performer who is not a Canadian citizen or permanent resident and not a member of ACTRA from \$225.00 to \$260.00 for the first week. The permit fee applicable for subsequent weeks remains unchanged at \$175 per week.
- Amend the provisions under the IPA regarding a Producer’s failure to meet payroll by obligating that a Producer named in default for failure to pay:
 - Shall attend a meeting with ACTRA and the applicable Association within 5 business days of the default notice.

- Permit ACTRA reasonable access to books, records, accounts, receipts, disbursements and other documents relevant to payments owed.
- If the Producer does not cure the notice of default within 60 days of issuance, the Producer shall be required to post a security to cover four weeks of payroll, rather than 2 weeks, until the earlier of 4 years or when ACTRA may determine, in its sole discretion, to reduce the security to 2 weeks.
- Amend Stunt Coordinator turnaround from 10 hours to 11 hours between the end of one workday and the beginning of the next.
- Amend the IPA to include certain requirements regarding the provision of hair and makeup services, such as:
 - When significant changes to the Performer's hairstyle are required, the Producer shall be responsible for changing and maintaining the required hairstyle during production.
 - If significant changes are made to a Performer's hair or the Performer's hair is significantly damaged during the course of production, at the Performer's election, the Producer will provide reasonable accommodations to restore/repair the Performer's original hairstyle or establish a new style if the previous style cannot be reasonably restored or repaired.
 - On Productions providing hair and makeup services to Performers, each Performer, excluding Background Performers, shall be offered the opportunity to meaningfully consult with the hair and make-up department regarding hair and makeup needs. Time spent in this consultation is not work time.
 - Include a new Letter of Understanding regarding the provision of hair and makeup services for non-Background Performers specifying that if the 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, with prior approval by the Producer:
 - If the Performer is approved by the Producer to receive hair and/or makeup services from a third-party service provider, the Performer shall be paid 2 hours or the actual time spent receiving services at their contracted hourly rate.
 - If the Performer is approved by the Producer to self-style hair or self-apply makeup, the Performer shall be paid 2 hours or the approved time

- at their contracted rate on a day that is not a workday, or the approved time spent on a day that is a workday.
- Such compensation shall not be included in the calculation of Use fees, unless the Performer also works in front of the camera or behind the microphone on that day.
- The first 18 minutes of make-up and hair services shall not be computed to create an overtime situation on a day that is a workday.
- Include a new Letter of Understanding regarding the provision of hair services for Background Performers specifying that:
 - If the Producer requests the Background Performer to change their natural hair texture or current textured hairstyle, the Background Performer shall advise the Producer if such changes shall require in excess of 30 minutes of self-style or styling by a third-party. 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 change.
 - The Background Performer shall be paid for the approved time when styling is performed away from the Producer's premises on a day that the Background Performer works for the Producer. On a day that the Background Performer does not otherwise work for the Producer, the Background Performer shall receive 2 hours or the approved time spent in self-styling or third-party styling, whichever is greater.
 - A Producer may request a photo of a Background Performer with their current hairstyle in advance of Booking. When a photo is requested, the Background Performer shall provide a photo clearly showing their current hairstyle and colour. A Background Performer shall not change their hairstyle, cut or colour after the time of Booking without the explicit consent of the Producer.
- Include the Hair and Makeup Bulletin that was jointly issued by ACTRA, the CMPA and the AQPM in December 2021 as an appendix to the IPA, which expressly specifies that the bulletin is a reference only and not terms or conditions of the IPA.

- Increase the compensation paid to a Performer who supplies in excess of two changes of clothing from \$20.00 per week to \$30.00 per week. For formal and specialty wardrobe, compensation will be increased from \$35.00 per costume per week to \$50.00 per costume per week.
- In Year 1, increase per diem allowance in the case of a Nearby or Distant Location from \$65.00 to \$70.00, with the additional \$5.00 contribution going towards Lunch allowance.
- In Year 2, increase per diem allowance in the case of a Nearby or Distant Location from \$70.00 to \$75.00, with the additional \$5.00 contribution being equally split between Breakfast and Dinner allowance.
- Remove the obligation under the IPA that a Performer must submit receipts against expenses from a per diem advance.
- When a Producer is required to provide transportation within forty-kilometre radius, the pick-up location that is designated by the Producer shall be well-lit and one the producer reasonably believes to be safe.
- Affirm the Producer's existing human rights obligations to provide accommodation in dressing rooms and sanitary facilities to a Performer with a disability when required by applicable human rights legislation.
- Affirm the Producer's existing human rights obligations by specifying that a Performer may request private space for lactation or pumping and the Producer shall make best efforts to accommodate the Performer's request by providing suitable private space.
- When an ACTRA member is engaged as a Choreographer, a minimum rate of 125% of the Solo Dancer fee shall apply.
- Photos, filming, taping or preservation of a nude Audition shall be destroyed once it has served its purpose.
- A Producer shall notify post-production supervisors and editors with an essential business purpose of the applicable contractual requirements of a Performer's nude, semi-nude, or love scenes of any kind.
- Specify that access to nude or semi-nude photos shall only be granted to individuals with a legitimate business purpose.
- Specify that a Producer will use best efforts to engage an intimacy coordinator for scenes involving nudity or sex acts, and will consider in good faith any request by a

Performer to engage an intimacy coordinator for other scenes. There is no obligation under the new IPA to engage an intimacy coordinator under an ACTRA contract.

- In the case of night shoots for Minors, increase the notice provided to a Parent responsible for a Minor from thirty-six (36) hours to forty-eight (48) hours.
- Except when not feasible due to filming requirements, a Parent of a Minor shall have access to both audio and video feeds to view the filming of a scene when circumstances restrict the Parent's ability to be within sight and sound. The Parent of a Minor aged 16 or 17 shall have similar rights upon request of the Parent.
- 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, the Parent shall be notified at least 48 hours in advance, and if 48 hours notice can't be provided, the Minor shall not be required to perform in the scene unless the Parent consents and ACTRA is provided with notice.
- Amend the audition and audition recall provisions of the IPA as follows:
 - The casting notice shall specify if the script calls for the role to be performed with a specific accent or dialect.
 - Performers shall not be required to Audition more than 8 industry standard pages of scripted material for a first Audition self-tape.
 - The Producer shall provide accommodations to a Performer with a disability when required by applicable human rights legislation.
 - The Producer shall respond to inquiries from a Performer (or their agent or representative) as to whether the role has already been cast.
 - Performers auditioned in Canada shall be provided with audition materials similar to those auditioned outside of Canada.
 - Specify the information a Producer can request in a slate for a self-tape.
 - Specify the additional requirements for self-tapes for Dancers.
 - Specify that 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.
 - The Producer may not make the recording of an audition available publicly without the prior written consent of the Performer.
 - For virtual auditions, Performers shall not be required to assume primary responsibility for recording, monitoring and adjusting sound levels or editing the Audition.

- Performers shall not be required to audition more than 12 industry standard pages of scripted material for a second or subsequent self-tape.
- For a self-tape, the Producer shall make character breakdowns, sides and/or scripts available to Performers 48 hours in advance, excluding Saturdays, Sundays and statutory holidays. This deadline does not apply when casting deadlines do not permit (e.g. casting a replacement or a Role that was newly added to the script).
- With respect to the new obligations regarding auditions introduced, ACTRA agrees to a 6-month moratorium on grievances arising out of the new language, but shall notify a Producer of any instances of non-compliance during this period.
- Increase the maximum insurance and retirement contribution caps per Production by 4%.
- Amend the declared use period for New Media Productions from 1 year to 6 months for High-Budget SVOD productions and Option 1 New Media Productions with a budget over \$11,735 and where the Producer goes directly to DGR and does not pay a prepayment or advance.
- Specify that purely foreign service productions of Series may not access the Advance option under the IPA, with a further clarity note that co-productions and co-ventures shall not be considered purely foreign service productions.
- Amend the method of calculating the aggregate advance by changing the maximum per Performer aggregate advance contribution from an amount equal to the number of days of principal photography multiplied by 20 times the minimum daily fee for a Principal Actor to an amount equal to the number of days of principal photography multiplied by 12 times the minimum daily fee for a Principal Actor.
- Specify that Background Performers shall be provided with notice of whether the Call location is interior and/or exterior.
- Increase the compensation rate from \$5.00 to \$10.00 per change in excess of one, when a Background Performer is required to provide more than 1 change of clothing in the same session.
- Increase the compensation rate from \$35.00 to \$50.00 per change per week, when a Background Performer is required to provide for formal or specialty wardrobe.
- Amend the Background Performer counts as follows:

- From 23 to 24 in Toronto or Montreal, excluding television Series, where the amounts remain unchanged and the Producer can continue to elect a count of either 23 or 32.
- From 17 to 18 for purely Canadian dramatic content that would qualify as 10/10 in Toronto, Montreal or Vancouver. The count remains unchanged at 12 for CIPIP productions.
- From 13 to 16 for Productions outside of Toronto, Montreal or Vancouver.
- Introduce a count of 17 for productions in Sudbury, Sault St. Marie, Parry Sound or North Bay. Productions in these regions were previously required by ACTRA to comply with the Toronto background count of 23.
- Include a new appendix to the IPA specifying that, for the purposes of Background Performer counts, “Toronto” shall mean the City of Toronto, and the regions of Durham, Halton, Peel and York. Previously, ACTRA required that Producers treat all regions in Ontario (apart from Ottawa) as “Toronto” for the purposes of Background Performer counts.
- In Year 2 of the IPA, amend the multiple session discounts for Short Animated Productions starting to remove the 20% discount for 2 productions, and to decrease the 3 or more Productions discount from 30% to 20%.
- Introduce Generative Artificial Intelligence provisions for live-action and animated Productions as follows (consistent with the SAG GAI terms):
 - Producers may engage Performers, excluding Background Performers, for Engagement-Based Digital Replicas (“EBDR”) and Independently Created Digital Replicas (“ICDR”). An EBDR is a digital replica created in connection with the Performer’s engagement on a production, and an ICDR is a digital replica created when the Performer does not have an existing engagement in the Production as a natural Performer in the Role being portrayed by the digital replica.
 - A Producer may engage a Background Performer to create and use a Background Performer Digital Replica (“BPDR”). A BPDR 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.

- The new GAI terms outline the circumstances when the Producer must obtain the Performer's consent to create and use an EBDR, ICDR or BPDR, and digitally alter the Performer's performance. Consent must be clear and conspicuous, and may be obtained through an endorsement or statement in the Performer's contract or voucher that is separately signed or initialed by the Performer or in a separate writing that is signed by the Performer. Where applicable, consent must include a reasonably specific description of the intended use of the digital replication in that Production. Where applicable, consent granted during the Performer's lifetime shall continue to be valid unless explicitly limited otherwise.
- A Producer may engage a Performer for the creation of an EBDR or BPDR as follows:
 - By providing 48 hours notice, or notice at the time of the engagement if the Performer is engaged less than 48 hours in advance of the time services are required.
 - Time spent creating an EBDR or BPDR is treated as work time if done on a day the Performer is otherwise engaged.
 - If the Performer is engaged to create an EBDR or BPDR on a day the Performer is not required to provide other services, the Performer shall be paid 1 day's rate (or 1 session fee in the case of Animation Performers) at the applicable category. However, for a live-action EBDR, if the Producer scheduled the work on a day the Performer was not providing other services in order to accommodate the Performer's schedule, the Performer shall be paid ½ of the applicable minimum daily fee for a 4-hour session, or 1 day of the applicable minimum daily fee if the session exceeds 4 hours.
 - No additional payment is required if the Performer is providing services for purposes of creating an EBDR or BPDR on a day the Producer is required to pay the Performer for any services or travel, provided that if the Performer is paid less than the applicable minimum daily fee, the Producer shall pay an additional amount to reach the applicable minimum daily fee.
 - If a BPDR is used in the Role of a Principal Actor or Actor, the Background Performer shall be paid the minimum applicable daily/weekly rate for the

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 scenes in person.

- If the EBDR is used in scenes that the Performer would otherwise have performed or recorded in person, 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 or recorded those scenes in person. Such compensation shall be treated as Net Fees for the purposes of calculating Use fee payments under the IPA. However, additional compensation is not required if the Performer's compensation would have covered the work had the Performer performed the scenes in person, or the EBDR is used in a scene that the Performer performed in person.
- The EBDR or BPDR may be used in connection with a Production other than the one the Performer was engaged so long as the Performer's consent was obtained and the Producer bargained separately for that use. For an EBDR, the daily rate for an Actor under B101 (or the applicable Session fee under Part D for Animation Performers) shall be the minimum for the purposes of bargaining for use. For a BPDR, the applicable daily minimum fee for Background Performers shall be the minimum for the purposes of bargaining separately for use.
- For use of an ICDR, the Producer shall obtain consent and consent is not required when the use is of the type permitted without consent under Canadian law.
- The Producer must obtain the Performer's consent to digitally alter a BPDR or EBDR in new photography or sound track not previously recorded by the Performer, however, no consent is required when the photography or sound track remains substantially as scripted, performed and/or recorded. Further, consent is not required to perform post-production alterations, editing, arranging, rearranging, revising or manipulating 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 practices, ratings, an adjustment in dialogue or narration or other similar purposes, or under any circumstance when dubbing or use of double is permitted under the IPA.

- No Performer shall be required to appear in the nude while rendering services for the creation of a digital replica without their consent. In no event shall a Minor appear in the nude while rendering services for the creation of a digital replica.
- If the Producer creates a Synthetic Performer (defined as an asset that creates the clear impression that it is a natural Performer, but is not recognizable as a natural Performer or voiced by a natural Performer, and is not a digital replica), the Producer will give ACTRA notice and an opportunity to bargain in good faith over appropriate consideration.
- If the Producer creates a Synthetic Performer with a principal facial feature that is recognizable as a specific natural Performer, the Producer shall obtain that natural Performer's consent and bargain for that use. No consent is required when the use is of a type protected by Canadian law.
- If the Producer creates a Synthetic Voice (defined as an asset that creates the clear impression that it is the voice of an individual Animation Performer who is not recognizable as any individual Animation Performer, and is not the voice of an individual person, or a digital replica and no engagement exists with an individual Animation Performer) the Producer will give ACTRA notice and an opportunity to bargain in good faith over appropriate consideration.
- If the Producer creates a Synthetic Voice using 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 bargaining separately.
- ACTRA, the CMPA and the AQPM agree to meet regularly to discuss remuneration, if any, for photography and/or sound track recorded under the IPA (or predecessor IPAs) that are used to train GAI for the purposes of creating Synthetic Performers or Synthetic Voices in new production content. The parties will meet 6 months in advance of the expiration of the IPA to begin negotiations regarding Synthetic Performers and Synthetic Voices.

- Digital replication of Background Performers will not be used in lieu of hiring Background Performers necessary to fulfil the applicable Background Performer count obligations under the IPA.
- If a Background Performer's lip or facial movements are digitally altered to make it appear that the Background Performer is speaking lines and dialogue is included, the Background Performer shall receive an upgrade.