

MEMORANDUM OF AGREEMENT

For the 2026-2029 British Columbia Master Animation Agreement

This Memorandum of Agreement is entered into between the Union of B.C. Performers, the British Columbia Branch of the Alliance of Canadian Cinema, Television and Radio Artists (hereinafter "the Union" or "UBCP/ACTRA"), on the one hand, and the Canadian Media Producers Association – BC Producers Branch (hereinafter the "CMPA-BC") on behalf of its individual member companies listed in Appendix "A" (individually referred to as a "Producer" or collectively, the "Producers") on the other hand. As soon as practicable this Memorandum of Agreement (and any Appendices) will be reduced to formal contract language, where necessary, for inclusion into the 2026-2029 BC Master Animation Agreement (the "Agreement").

The UBCP/ACTRA bargaining committee agrees to recommend to the UBCP/ACTRA members in the bargaining unit to ratify this Memorandum of Agreement.

As soon as practicable and subject to ratification as per the practices of the Parties, and the Protocol Agreement executed by the Parties on December 8, 2025, this Memorandum of Agreement (and any Appendices) will be reduced to formal contract language, where necessary, for inclusion into the 2026-2029 British Columbia Master Animation Agreement.

Throughout this document, changes to the current language in the 2026-2029 British Columbia Master Animation Agreement will be indicated in the following manner:

~~Language that is to be deleted from the present 2023-2026 British Columbia Master Animation Agreement will be shown as struck text, in the manner of this sentence.~~

New language that did not previously exist or language that replaces text that will be deleted from the 2023-2026 British Columbia Master Animation Agreement will be shown as underlined text.

Language which presently exists in the 2023-2026 British Columbia Master Animation Agreement and which will not be changed in the new 2026-2029 British Columbia Master Animation Agreement is shown in this font.

All of the provisions of the Agreement between the Parties expiring March 19, 2026 are renewed and/or modified subject to the following:

1. Term

The Term of the Agreement shall be for three years commencing on March 20, 2026 and expiring on March 19, 2029.

2. Wages

Increase wage rates by five percent (5%) effective March 20, 2026; by an additional four percent (4%) effective March 21, 2027; and by an additional three and one-half percent (3.5%) effective March 19, 2028.

3. Production Guarantee

Modify Article A517 as follows:

A517 Production Guarantee

Notwithstanding Article A516 (Performance Bond), the Producer shall not be required to post as security a cash bond or letter of credit, but shall instead be entitled to provide UBCP/ACTRA with a Production Guarantee from an Approved Production Guarantor in the form set out in Appendix "J" (Production Guarantee). The Production Guarantee must be accompanied by a Security Agreement (Appendix "H") or an Assumption Agreement (Appendix "G"), unless the Producer acquires Use Rights pursuant to Article C401(f), and/or acquires the Use Rights pursuant to Article D1 Dubbing Section. The Producer shall give UBCP/ACTRA notice no later than thirty (30) days prior to the start of recording of its intention to provide a Production Guarantee.

If an Approved Production Guarantor produces a Program under this Agreement and produces ancillary content to the Program under this Agreement or another UBCP/ACTRA agreement, then the Producer may request to execute a Production Guarantee under the terms of this Agreement or the other UBCP/ACTRA agreement, as applicable, for the production of the ancillary content. Such request will not be unreasonably denied.

Rest of the article stet.

4. No Translation

Modify Article A604 as follows:

A604 Performer Responsibilities

A Performer shall at all times report to the recording studio ready to work at the time of their call. The Performer is required to be familiar with their lines when scripts are available at least twenty four (24) hours prior to the production date. 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 the Producer's representative. The Performer will be reasonably familiar with the terms of this Agreement. It is the responsibility of the Performer to identify to the Union Steward any perceived breach of this Agreement whenever such breach is considered to occur in order that the Union Steward may give the Producer the opportunity to remedy such perceived breach at the earliest opportunity in the spirit of this Agreement.

5. Overtime

Modify Article A1301 as follows:

A1301 Overtime

Any time worked by a Performer in excess of eight (8) hours in any one (1) day shall be paid at the rate of one hundred and fifty percent (150%) of the Performer's contracted hourly rate. Any time worked by a Performer in excess of ~~eleven (11)~~ twelve (12) hours in any one (1) day shall be paid at the rate of two hundred percent (200%) of the Performer's contracted hourly rate. Periods of one-half (1/2) hour or less may be paid in one-half (1/2) hour units. Time worked shall be paid in one-tenth (1/10) hour units.

6. Monies in Trust

Modify Article A2209 as follows:

A2209 Monies in Trust

If the income or total earnings of a Minor under the age of fifteen (15) years exceeds ~~earns more than two-thousand dollars (\$2,000) (including re-use residual payments)~~ on a production Production, the Producer is required to ~~remit deduct~~ twenty-five percent (25%) of all subsequent gross payments of income and any re-use or residual payments and remit those amounts, to be held in trust for the Minor, to one of the following in accordance with the choice made by the Minor or a person acting on behalf of the Minor: earnings over two-thousand dollars (\$2,000) to one of the following:

- (a) ACTRA Performers' Rights Society (ACTRA PRS), or
- (b) the Public Guardian and Trustee, if required by the Employment Standards Regulation, BC Reg 396/95 (as may be amended or renumbered from time to time);
or
- (c) a trust established for the benefit of the Minor, if permitted by employment standards legislation as may be enacted from time to time; or
- (d) an account for the benefit of the Minor if approved by a court of competent jurisdiction,
- (e) ACTRA Performers' Rights Society (ACTRA PRS), if permitted by employment standards legislation as may be enacted from time to time, provided that ACTRA PRS will hold such monies in accordance with the governing Trustee Act until the Minor has reached the age of nineteen (19) years; and the Union will provide to the Minor

and their parent or legal guardian an annual statement of the monies held in trust for the Minor.

The Minor's choice of remittance shall be recorded on the performer contract provided at Appendix "E". Where no choice is made by or on behalf of the Minor, the Producer shall remit to the Public Guardian and Trustee unless otherwise approved by a court of competent jurisdiction.

The term "production" for the purpose of this Article includes multiple Episodes of a Series.

**Conforming change to the Appendix "E" Performer Contract*

7. Work Beyond Minimum Call

Modify Articles A2104, A2105, B107 and B113 as follows:

A2104 Public Service Announcements

Category	Included Work Time	Effective March 20, 2026	Effective March 21, 2027	Effective March 19, 2028
Performers and Group Singers	1	\$677.13	\$704.22	\$728.87

The hourly rate for work in excess of the included work time noted above, up to and including the eighth (8th) hour on any one (1) day shall be paid in one-tenth (1/10) hour units at the following pro-rated hourly rates: \$126.37/\$131.42/\$136.02.

Upon payment of the above fees to Performers, such Public Service Announcements may be used up to a maximum period of three (3) years from first (1st) use of the announcement. If additional use is desired, such additional use may be contracted for further periods each not more than three (3) years upon:

- (a) renegotiation with the Performer(s) concerned;
- (b) the Performer(s) being recontracted; and
- (c) the Performer(s) being paid not less than one hundred percent (100%) of the fee paid at the time of original Production.

A2105 Interstitial Rates \$456.44/\$474.69/\$491.31 per ten (10) minutes of finished recording; one (1) hour of included work time; \$126.37/\$131.42/\$136.02 per hour additional work time paid in one-tenth (1/10) hour units, plus Use Fees.

B107 Work Beyond ~~Four (4) Hour~~ Minimum Call

When work continues beyond the designated ~~(4) hours included work time~~ Minimum Call on a single Program on a given day, the additional hours up to and including eight (8) hours work shall be paid at the hourly rate specified above. Work beyond eight (8) hours shall be paid at the overtime rates in accordance with Article A1301. Time worked shall be paid in one-tenth (1/10) hour units at the Performer's pro-rated hourly rate. [Note: Dubbing of animated Programs is covered by Section D].

B113 Promotional Announcers

A Performer engaged as a promotional announcer shall be entitled to a Session fee of \$964.57/\$1,003.15/\$1,038.27 (with four (4) hours included work time). Additional time up to eight (8) hours of work shall be paid in one-tenth (1/10) hour units at a pro-rated hourly rate. Work done pursuant to this Article is subject to the same Use Fees as the Program which is being promoted.

8. Auditions

Modify Articles A2301, A2303, and add new A2309 as follows:

A2301 Auditions

When the Producer auditions Performers for a Role, the following conditions apply:

- (a) **For a virtual or in-person Audition, the** The Producer shall make best efforts to provide character breakdowns, sides and/or scripts to Performers or Performers' representative no later than forty-eight (48) hours prior to an Audition.

- (b) For a self-tape Audition, the Producer shall make best efforts to provide 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).
- (c) The first Audition for any Role shall be limited to a maximum of eight (8) script pages or two (2) scenes, at the Producer's election.
- (d) Performers shall not be required to learn special material or spoken lines or special business.
- (e) Performers shall sign-in on a sign-in sheet provided at the place of audition, a copy of the sign-in sheet will be given to the Union after the completion of the audition.
- (f) Accent/Dialect. 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.
- (g) Translation. Performers shall not be required to translate any Audition material into English or from any one language into another language.
- (h) For virtual Auditions, no Performer shall be required to assume primary responsibility for recording, monitoring and adjusting sound levels, or editing the Audition.

A2303 Audition Recall

- (a) Should the Producer request from the Performer a second (2nd) or subsequent Audition for a specific Role, the Producer shall make reasonable efforts to give the Performer the opportunity to choose either in-person or virtual for that Audition. However, a Performer may request to Audition via self-tape.
- (b) Where the performer is required to provide a third (3rd) or subsequent Audition for a specific Role, the Producer shall compensate the Performer for expenses incurred by paying the following:
 - ~~(a)~~(i) Not less than forty dollars (\$40.00) for each hour or part thereof where the Audition is attended in person; or
 - ~~(b)~~(ii) A flat fee of forty dollars (\$40.00) where the Audition is provided electronically.

NEW A2309 Audition Storage and Use

- (a) Recordings of Auditions shall be stored in a secure facility or on a secure system which can only be accessed by individuals with a legitimate business purpose.
- (b) The Producer shall not make recorded Auditions available publicly without the written consent of the Performer, which must be obtained prior to the time of use.

9. Promotion

Add new A2605 as follows:

NEW A2605 Access to Material Upon request, the Producer shall endeavour to assist Performers in obtaining clips of their work for use in a Performer's demo reel or awards submission, when such material becomes available.

10. Artificial Intelligence

Add new Artificial Intelligence section as follows:

SECTION E – DIGITAL REPLICATION AND ALTERATION OF ANIMATION PERFORMERS

ARTICLE E1 – DIGITAL REPLICATION AND ALTERATION

The parties acknowledge that the Producers have historically used digital technologies to replicate or alter a 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.

E101 Digital Replicas Definitions

- (a) An 'Engagement-Based Digital Replica' is a replica of the voice of a specific individual 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 Performer; (iv) is created with that Performer's physical participation; (v) is readily identifiable and attributable to that specific individual Performer through contracts or other regular business records; and (vi) is for the purpose of utilizing the voice of that Performer to voice a Role in sound track for the Production which the Performer did not actually perform and is in lieu of that Performer.
- (b) An 'Independently Created Digital Replica' is a replica of the voice of a specific individual Performer in a Role (and not as that particular individual Performer) that is: (i) created using digital technology; (ii) created exclusively from the voice of that individual 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 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).

E102 Engagement-Based Digital Replica

This Article applies when a Performer is engaged by the Producer under this Agreement to render services as a Performer in 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 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 engagement 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) Session fee at the Performer's negotiated rate, but not less than the applicable minimum fee under Section B of the Agreement.

(b) Use of an Engagement-Based Digital Replica

- (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 sound track not previously recorded by the 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 Performer's engagement 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 the Union, 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.

(B) If the Producer uses a Performer's Engagement-Based Digital Replica in scene(s) that the Performer would otherwise have recorded in person (e.g., using the Digital Replica of a Performer hired for one Session for a Role that historically would have been recorded over five (5) Sessions), the Performer shall be paid the Performer's *pro rata* daily rate or the applicable minimum Session fee under Section B of the Agreement, whichever is higher, for the number of Sessions that the Producer determines the Performer would have been required to work had the 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 A429 of the Agreement.

(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 the Union, 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 applicable minimum Session fee under Section B 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 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.

E103 **Independently Created Digital Replica**

A Producer may use an Independently Created Digital Replica in connection with a Production for which the individual 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 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 individual Performer is deceased at the time the Producer seeks consent (and the Producer has not already obtained consent during the individual Performer's lifetime or the individual Performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased individual Performer's authorized representative cannot be identified or located) who represents the deceased individual 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 does not apply to use of an Engagement-Based Digital Replica created pursuant to Article E102 above in connection with a Production other than the one for which the Performer was engaged; the provisions of E102(b)(ii) apply instead.

E104 **Digital Alteration**

This Article E104 applies when a Performer is engaged by the Producer under this Agreement to render services as a Performer in a Production and the Producer (directly or through a third party) digitally alters the Performer's voice in that Production.

The Producer must obtain the consent of the Performer to digitally alter the Performer's performance in sound track previously recorded by the Performer; provided, however, that no consent is required when the 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 engagement 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 the Union, 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.

E105 For clarity, the Producer need not obtain the consent of the Performer under Article E102 or E104 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,^[2] ratings,^[3] an adjustment in dialogue or narration or other similar purposes, or under any circumstance when dubbing or replacement of a Performer is permitted under the Agreement. Without limiting the foregoing, no consent is required under Article E102 or E104 above for purposes of adjusting 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).

E106 Claims for violation of this Article are subject to resolution pursuant to Article A11 of the Agreement, as applicable, and must be brought under Article A11. Remedies shall be limited to monetary damages.

E107 Except as explicitly set forth herein, it is understood that this Article does not expand or contract any existing rights and obligations under the Agreement. Nothing herein alters the scope of coverage under the Agreement.

ARTICLE E2 – 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 shall also apply to any technology that is consistent with the foregoing definition, regardless of its name.

E201 Use of Synthetic Voices Created Through Generative Artificial Intelligence

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 Performer who is not recognizable as any identifiable individual Performer; (2) is not the voice of an individual person; (3) is not a Digital Replica (as defined in Article E101 above); and (4) no engagement arrangement for the Production exists with an individual Performer in the Role being portrayed by the asset.

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 a Performer under the Agreement. For those reasons, the Producer agrees to give the Union notice and an opportunity to bargain in good faith over appropriate consideration, if any, if a Synthetic Voice is used in place of a 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 Performer's name in the prompt to a GAI system, the Producer shall obtain such identified individual Performer's consent and bargain with such individual Performer for the use of the Synthetic Voice in connection with a Production and no additional discussion with the Union, consideration or remuneration, is required under this Article E2. For clarity, the foregoing provision shall apply to each such identified individual Performer if more than one specific individual 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 E2 are subject to resolution pursuant to Article A11 of the Agreement, as applicable, and must be brought under Article A11. Remedies shall be limited to monetary damages.

E202 The CMPA-BC agrees to meet regularly with the Union 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.

E203 The parties agree to meet six (6) months in advance of the expiration date of this Agreement to begin negotiations regarding this Article E2.

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

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

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

11. Sideletter: Credits

Add new Sideletter No.1 as follows:

Sideletter No. 1

Re: IMDb Credits

During the 2026 negotiations, UBCP/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 Production who is unable to obtain from other sources the corroborating information needed to correct or add a credit to IMDb.

12. Limited New Media Pilot Project:

The Parties confirm the Producers have assured the Union that this Pilot Project is limited to the type of programs identified in paragraph 2: Limited New Media, and specifically excludes projects intended for distribution on SVOD, AVOD, FAST and other streaming platforms including, but not limited to, Netflix, Amazon Prime, Disney Plus, Roku, TUBI, Crave, and CBC Gem.

Add new Limited New Media Pilot Project as follows:

Limited New Media Pilot Project

**Letter of Understanding
between**

**the Union of British Columbia Performers
(hereinafter "UBCP/ACTRA")**

and
the Canadian Media Producers Association – BC Producers Branch
(hereinafter “CMPA-BC”)

During the 2026 negotiations, the Parties discussed the rapidly changing conditions affecting business models around brand development and patterns of usage of Animation Productions/Programs. The Parties expressed a mutual desire to increase work opportunities for UBCP/ACTRA Performers in short form Animation Productions/Programs intended to build audiences through exhibition on a brand’s website or app, and/or online video-sharing platforms such as YouTube and social media (Instagram, TikTok, etc.). From these discussions, the Parties agreed to implement a Limited New Media Pilot Project (the “Pilot Project”) which includes certain conditional modifications to the 2026-2029 BC Master Animation Agreement (the “BCMAA”) as outlined below. Where this Pilot Project is silent, the provisions of the BCMAA shall apply, including but without limitation to its enforcement mechanisms, grievance procedures, etc.

1. Term

The Pilot Project shall commence upon the later of March 20, 2026 or the ratification of the 2026-2029 BCMAA and shall terminate on March 19, 2029. The Parties may mutually agree, in writing, to terminate this Pilot Project prior to the termination date or to renew or extend its term beyond the termination date. If no mutual agreement can be reached, the Limited New Media Pilot Project will be null and void and of no further force and effect effective on the date of termination. The terms of the Pilot Project shall survive the termination of the Pilot Project for those Productions/Programs that have a Declared Use of “Limited New Media,” have purchased Additional Use rights outlined in paragraph 5 below, and have commenced recording prior to the termination date.

2. Limited New Media

For the sole purposes of the Pilot Project, Limited New Media use shall mean any or all of the following methods of exhibition or distribution:

- (a) A brand’s website or app;
- (b) Online video-sharing platforms such as YouTube;
- (c) Social media platforms such as Instagram and TikTok; and
- (d) Podcast distribution platforms

3. Qualification

To qualify for the Pilot Project, a Production/Program must meet all of the following conditions:

- (a) Production/Program must be ten (10) minutes or less running time; and
- (b) Only new Productions/Programs are eligible. For clarity, Productions/Programs that are already in production under the BCMAA are not eligible; and
- (c) The Productions/Programs are intended exclusively for exhibition or distribution on Limited New Media platforms as defined above.

4. Declared Use

Upon payment of the minimum fees, the Producer is entitled to the use, as defined in 2(a-d), of the Limited New Media Pilot Project qualifying Production/Program for a period of six (6) months.

5. Additional Use

The Producer may acquire worldwide use rights, as defined in 2(a-d), of the Production/Program in perpetuity upon prepayment of one hundred and fifty percent (150%) of the Performer’s Net Fees. Prepaid Use payments must be paid to Performers at the time of production.

6. Conversion to Conventional + New Media Buyout

The Producer may acquire unrestricted worldwide rights to exhibit the Production/Program outside the Additional Use rights upon payment of the following additional percentage of the Performer’s Net Fees:

- (a) For Conventional + New Media Buyout (C401 (f)(ii)) 55%
- (b) All Media Buyout (C401 (f)(iii)) 70%

7. Procedure

- (a) The Producer shall notify the Union of the intention to produce under the terms of this Pilot Project by completing Appendix “C” as follows:
 - (i) Indicating “Limited New Media” in the Declared Use field; and

- (ii) Indicating "Limited New Media" in the Type field under Other; and
 - (iii) Indicating "150% for Use Rights in Perpetuity - Limited New Media Buyout" in the Use Fees field.
- (b) Performer contracts (Appendix "E") shall reflect the following:
- (i) Indicating in Nature of Production, "Other: Limited New Media"; and
 - (ii) Indicating under Additional Release Rights, "Other: 150% for Use Rights in Perpetuity - Limited New Media Buyout".
- (c) The Producer must give notice to Performers at the time of casting (through Casting Notices) that the Producer is seeking qualification of the Production under the Limited New Media Pilot Project.

8. Reporting

To discuss and review relevant data and assess the efficacy of the Pilot Project, the Parties agree to meet no later than six (6) months prior to the termination date of the Pilot Project.

13. Appendices

Modify Appendix "C" (Animation Production Information Sheet) and Appendix "E" (Performer Contract) as follows:

**ANIMATION PRODUCTION
INFORMATION SHEET**



UBCP/ACTRA
300 – 380 WEST 2nd AVE
VANCOUVER, B.C.
CANADA, V5Y 1C8
TEL #: (604) 689-0727
FAX #: (604) 689-1145

PRODUCTION TITLE:			
CONSENT TO PUBLISH ON UBCP/ACTRA ANIMATION PRODUCTION LIST?: _____ (PRODUCTION WILL NOT BE LISTED UNLESS YES IS ENTERED)			
PRODUCTION TITLE FOR PRODUCTION LIST, IF DIFFERENT FROM PRODUCTION TITLE: _____			
Where consent is granted by the Producer above, only BOLDED information listed below will be published on the UBCP/ACTRA Animation Production list.			
TYPE:	TV Series	Feature Promos	Other: Pre-lay Dubbing
IF SERIES: Total # of Episodes in Season:		Season #:	
START DATE:	WRAP DATE:	LENGTH OF PROD.	minutes
SIGNATORY COMPANY NAME:			
CMPA MEMBER NO. (IF APPLICABLE):		CONTACT PERSON:	
ADDRESS:			
TEL #:	FAX #:		
PRODUCED FOR (COMPANY NAME):			
CONTACT PERSON:			
ADDRESS:			
TEL #:	FAX #:		
DISTRIBUTION COMPANY NAME:			
CONTACT PERSON:			
ADDRESS:			
Casting Director:		Voice Director:	
TEL #:	FAX #:		
PAYROLL PROCESSED BY:			
USE FEES:	%	DECLARED USE:	
FIRST RELEASE/AIR DATE:			
PERFORMERS:	# OF CDN PRINCIPALS:	# OF CND ACTORS:	
FOREIGN PERFORMERS?	YES	NO	ON SAG OR UBCP/ACTRA CONTRACTS
NAME(S) OF MINORS & AGE :			

PERFORMER CONTRACT

#



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FOR ANIMATION PRODUCTION
2023-2026 2026-2029 B.C. MASTER ANIMATION
AGREEMENT

PRODUCTION COMPANY:

WITH OFFICES AT (ADDRESS):

TELEPHONE #: FAX #: PRODUCTION REPRESENTED BY (NAME): TITLE:

CONTRACTS WITH (PERFORMER'S COMPANY NAME, IF APPLIES): TO PROVIDE THE SERVICE OF:

PERFORMER'S NAME: CITIZENSHIP: TEL #:

UBCP/ACTRA MEMBER: NO YES: MBR. #: S.I.N. #: G.S.T. #:

ADDRESS:

POSTAL CODE: DATE OF BIRTH: IF CHILD, LEGAL GUARDIAN:

MINOR'S TRUST: The Minor elects to have their monies in trust remitted to ACTRA Performers' Rights Society OR BC Public Guardian and Trustee

PERFORMER'S AGENT/REPRESENTATIVE: ADDRESS: TEL #:

IN THE PRODUCTION ENTITLED:

NATURE OF PRODUCTION

TYPE: PRE-LAY DUBBING INDICATE DECLARED USE - CHECK ONE ONLY (SEE CLAUSE C101):

THEATRICAL FREE TELEVISION PAY TELEVISION CABLE T.V. COMPACT DEVICES NEW MEDIA

OTHER:

LENGTH OF PRODUCTION: MINUTES IF SERIES, TOTAL # OF EPISODES:

OF EPISODES GUARANTEED TO PERFORMER: EPISODE #'S:

NATURE OF EMPLOYMENT

MAIN PERFORMANCE CATEGORY: MAIN ROLE:

TOTAL # OF ROLES: OTHER ROLE NAME(S) & PERFORMANCE CATEGORY(S):

GUARANTEED DATE(S) OF EMPLOYMENT (SPECIFY DAY, MONTH, YEAR):

FEES: DAILY: HOURLY RATE: OVERTIME: 1.5 RATE: 2.0 RATE:

SERIES ADJUSTMENT: % BASED ON: LIVING EXPENSES \$ PER DIEM

LOCATIONS:

TRANSPORTATION: TRAVEL TIME: \$ PER HOUR MILEAGE ALLOWANCE: PER KM

OTHER TRANSPORTATION EXPENSES:

CREDIT/ BILLING:

OTHER CONTRACTUAL OBLIGATIONS:

THERE IS IS NOT A RIDER ATTACHED.

ADDITIONAL RELEASE RIGHTS

In addition to the rights included under "Declared Use" (as per clause C101) indicated above, the Producer hereby purchases, by a further pre-payment of the Performer's total net fees, the following additional release rights:

PRE-PAYMENT OPTIONS

- N/A for Dubbing
- 240% for all uses, including New Media & Theatrical, in perpetuity, for Productions of 60 mins or more
- 220% for all uses, including New Media & Theatrical, in perpetuity, for Productions of 60 mins or less
- 205% for all uses, including New Media, except Theatrical, in perpetuity;
- 200% for all uses, except Theatrical and New Media, in perpetuity
- 175% for all uses, except Theatrical, for ten (10) consecutive years
- 130% for Theatrical films, all uses, for four (4) consecutive years
- 120% for Television films, all uses except Theatrical, for seven (7) consecutive years
- 105% for Television films, all uses except Theatrical, for five (5) consecutive years
- 105% for Cable Television, all uses except Theatrical and New Media for five (5) consecutive years
- 105% for All Other Media Enumerated in C101, all uses except Theatrical for five (5) consecutive years
- % Other:

The Parties to this Contract warrant that they have familiarized themselves with the provisions of the Collective Agreement and are bound by its terms. The Performer authorizes the Producer to make such deductions from their fees as are stated in the Collective Agreement or the Constitution and By-laws of the Union and to direct such deductions to the Union of B.C. Performers/ACTRA. This Performer Contract is void if no Collective Agreement is in force between the UBCP/ACTRA and the Producer.

SIGNATURE OF PERFORMER

SIGNATURE OF PRODUCER

PLEASE PRINT NAME
DATE

PLEASE PRINT NAME
DATE:

PERFORMER'S COPY PRODUCER'S COPY UNION'S COP

14. Housekeeping

Modify Article B105 and Article D102 as follows:

B105 Recall Session for Pick-Up Lines

(a) *stet*

(b) The purpose of a Recall Session is to re-record existing Line(s) of Dialogue, or record new or revised Line(s) of Dialogue for a previously recorded production, and not for recording Line(s) of Dialogue for new productions, or Line(s) of Dialogue not arising from previously recorded production. The preferred method of recording Pick-Up Lines is to record them pursuant to Article B115. The term "production" for the purpose of this Article includes multiple Episodes of a Series, a Pilot Program, a Mini Series, a feature film, a made-for-television-movie, ~~a Compact Device~~, and another similar Program.

(c) *stet*

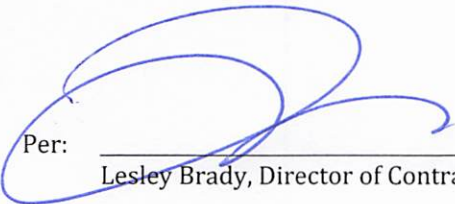
D102 Minimum Fees for Performers in Series

The performance fees will be calculated on the basis of minimum daily fees on either a "per day" or "per production" basis, whichever is the greater. The term "production" for the purpose of this Section includes multiple Episodes of a Series, a Pilot Program, a Mini Series, a feature film, a made-for-television-movie, ~~a Compact Device~~, and another similar Program.


15. Committee

The Parties agree to meet during the life of the Agreement to work collaboratively to promote the industry and our world class Animation Performers.


On behalf of the Union of BC Performers/ACTRA:

Per: 
Lesley Brady, Director of Contracts

Date JAN. 22, 2026.

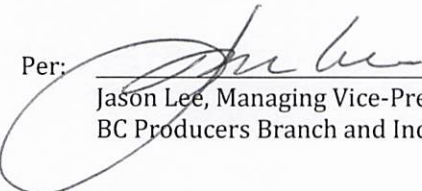
Per: 
Keith Martin Gordey, President, UBCP/ACTRA
Co-Chair

Date Jan 23, 2026

Per: 
Brian Doe Chua
Co-Chair

Date January 22, 2026

On behalf of the Canadian Media Producers Association - BC Producers Branch:

Per: 
Jason Lee, Managing Vice-President,
BC Producers Branch and Industrial Relations

Date January 22, 2026

APPENDIX "A"

List of Individuals, Persons, Partnerships, Firms or Corporations Bound By This Agreement

Spun Productions Inc.
DHX Media (Vancouver) Ltd. (dba Wildbrain Studios)
Lindsay Productions Ltd.
Vida Spark Productions Inc.
Atomic Development Inc.
Mainframe Studios Inc.