INDEPENDENT PRODUCTION AGREEMENT ("Agreement")

covering

FREELANCE WRITERS
of
THEATRICAL FILMS
TELEVISION PROGRAMS
and
OTHER PRODUCTION

between

The WRITERS GUILD OF CANADA (the "Guild")

and

The CANADIAN MEDIA PRODUCTION ASSOCIATION ("CMPA")

and

ASSOCIATION QUÉBÉCOISE DE LA PRODUCTION MÉDIATIQUE ("AQPM")

(the "Associations")

March 16, 2015 to December 31, 2017

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

ARTICLE A1 – RECOGNITION, APPLICATION AND TERM

A101 The Producer recognizes the Guild as the exclusive bargaining agent for all Writers, Story Editors and Story Consultants on all productions, except Writers contracted to write Script Material in French. The Guild is not the bargaining agent with respect to Story Consultants who are not members of the Guild. Nothing precludes a Producer from engaging a Story Consultant who is not a Guild member.

A102 The terms of this Agreement are the result of negotiations between representatives of the Associations and the Guild.

A103 This Agreement shall be jointly administered by the Guild and the Associations in all of its facets on a principle of equality between the Guild and the Associations in all matters pertaining to the administration of the Agreement's provisions. Questions regarding interpretation or the meaning of the Articles in this Agreement may be directed to the offices of either the Associations or the Guild. Neither of these parties may make an interpretation binding on the other without the written agreement of the other.

A104 While the terms and conditions of this Agreement are in effect, any Producer who is not a party to this Agreement but who agrees to become a party to this Agreement shall sign a Voluntary Recognition Agreement acknowledging that the Guild is the exclusive bargaining agent of Writers, Story Editors or Story Consultants and signifying its acceptance of the terms and conditions contained herein (see Appendix B). The Voluntary Recognition Agreement shall constitute acceptance of and a binding obligation by the Producer to adhere to the terms and conditions of this Agreement and shall be executed and forwarded to the Guild by fax or delivery prior to contracting a Writer, or Story Editor or Story Consultant.

A105 This Agreement shall apply to all Writers, Story Editors and Story Consultants contracted by any Producer who is a signatory to this Agreement. Nothing in this Agreement shall prevent a Producer from freely obtaining the services of a Writer, Story Editor or Story Consultant who may not be a member of the Guild providing that before signing a contract the Writer or Story Editor shall declare in writing to the Producer and the Guild that for reasons of conscience, s/he does not wish to become a member of the Guild, in which case, s/he will be treated as a non-member under the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A111 This Agreement shall become effective on March 16, 2015 and terminate on December 31, 2017. This Agreement shall be applicable to all Guild contracts executed after the effective date.

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

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

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

A115 The terms of Article A1 shall be subject to and read together with the provisions of Appendix A (Negotiation Protocol) for the CMPA and with Appendix Q (Quebec Appendix) for producers who are members of the AQPM.

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

ARTICLE A2 – DEFINITIONS

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

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

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

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

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

A206 Certified Budget means the Budget as approved in writing by the completion guarantor or confirmed either in writing by any government agency, or through government documentation such as the CAVCO Part A or provincial advance ruling certificate (i.e. SODEC, etc.), whose financing requires review of a Budget. In the case of an Official Treaty Co-Production, the advance ruling from Telefilm Canada shall constitute the required government documentation. Written approval or confirmation shall be on completion guarantor or government agency letterhead substantially in the form of Appendix K and shall include production title, number of episodes, if applicable, and total budget amount (including all co-production amounts if applicable). Producer shall immediately provide the Guild with any revised approval or confirmation letters which are as a result of changes to the Budget.

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

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

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

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

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

A212 Development Proposal means the written presentation of an idea for a Feature Film, Television Movie or Mini-Series consisting of the basic story elements and general descriptions of the principal characters. A Development Proposal need not include a scene-by-scene breakdown (see Treatment or Outline) and need not exceed 2500 words (ten [10] pages double-spaced).

A213 Digital Production means audio-visual or visual-only (i.e. with moving images, or electronically- or otherwise-generated images that simulate movement) production produced for initial exhibition on the Internet or other non-traditional, non-broadcast platforms and is transmitted from a server or other non-broadcast transmitting technology to a screen at the end user's location.

A214 Distribution Royalty means a payment for use which is based on the Distributors' Gross Revenue as provided in Articles A11 and C11.

A215 Distributors' Gross Revenue means the monies derived from distribution of the program as provided in Articles A11 and C11. (See Article C11 for the full definition.)

A216 Documentary means an information production not designed to be purely entertainment, and which may include drama or variety techniques in achieving its information goal.

A217 Documentary Final Narration means written material contracted under this Agreement and submitted in a mutually-agreed form consisting of a script written at the fine cut stage to be read by one or more narrators, for either voice over or on camera. It may include pre-recorded or improvised voice tracks.

A218 Documentary Initial Proposal or Outline means written material approximately eight (8) pages in length contracted under this Agreement and submitted in a mutually-agreed form which describes the intention of the Documentary, the style and general structure, potential interviews and locations.

A219 Documentary Rough Cut Narration means written material contracted under this Agreement and submitted in a mutually-agreed form which consists of a script written at the assembly stage or rough cut stage to be read by one or

more narrators, for either voice over or on camera. It may include pre-recorded or improvised voice tracks.

A220 Documentary Script means all written material necessary for the production of a Documentary which may include**:**

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

A221 Documentary Treatment or Shooting Script means written material contracted under this Agreement and submitted in a mutually-agreed form which sets out the various elements in the Documentary including but not limited to the subject, the story, the narration line, interviews, location shooting, re-enactment (including dialogue) and/or archival material. If a Documentary Treatment or Shooting Script is not requested prior to shooting, it may be written following shooting.

A222 Draft Script means a complete draft of any Script in a mutually agreed form of a length to be specified by the Producer.

A223 Excerpt means an extract or clip containing a character(s) recognizable from a previously produced program.

A224 Feature Film means a film of sixty (60) minutes or more in length intended initially for theatrical distribution.

A225 Feature Film Script (Screenplay) means a fully written work for a Feature Film in screen terms, embodying individual scenes, full dialogue and/or monologue, narration (if required) and any other description of details necessary to facilitate production.

A226 Final Script means the final script of a program as produced and includes any changes made during production.

A227 Free Television means the exhibition of a program on home type television receivers which exhibition gives rise to no specific charge either for the program or for the channel on which the program is received and the program does not originate on a cable facility.

A228 Gross Fees means the fees, as contracted under any Article of this Agreement, exclusive only of money for expenses, such as per diem allowances or travel expenses.

A229 Magazine Format Program means a program comprised of information segments, interviews, commentaries and/or panel discussions and integrated by an identifying device. Magazine Format Programs may have a unified theme and/or a host but individual segments stand alone.

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

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

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

A230 Mini-Series means a single dramatic program of pre-determined length intended for broadcast in segments. A Mini-Series has a story line beginning in the first segment and concluding in the last.

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

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

A233 New Writer means a Writer who at the time of contracting with a Producer on a Series is not a member of the Guild or of any other affiliated Writers Guild and who has not previously received a screen credit as a contracted writer. Use of this provision is limited to one new Writer per cycle of a

Series. A New Writer shall be contracted at 50% of the applicable Script Fee, with no reduction in Production Fee.

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

A235 Non-Theatrical Distribution means, for the purposes of Article D302(a), that distribution of a production other than:

i) distribution in cinemas or theatres where an admission is charged or money is collected; or

ii) distribution by electronic means over distances or distribution by satellite (including Internet); or

iii) any retail sale to the general public by cassettes, discs, tapes or any other compact device for home use.

A236 Option means a written agreement to acquire from a Writer specified rights in Script Material for a specific fee and providing a specified time for exercise of the Option.

A237 Other Production means sponsored, industrial and other short films including audio visual productions, not produced for television.

A238 Outline means the scene-by-scene development and structuring in a mutually agreed form of a story in screen terms to provide a synopsis or schematic of the Television Script to be written from it, in up to 5,000 words per half-hour of broadcast time. When no Story or Screen Story is contracted separately, the Story or Screen Story shall be deemed to be included in the Outline.

A239 Pilot means the sample episode for a proposed dramatic television Series which sets the initial premise, characters and format of the Series. It is acknowledged that not every television series has a Pilot.

A240 Polish means minor improvements of script details within the basic structure of the scenes as written, and shall not include changes in the structure,

addition or deletion of characters, alterations of plot, or reworking of more than five percent (5%) of the dialogue.

A241 Producer means the individual, corporation, partnership, limited partnership or other person that controls, administers, or is responsible for a program (whether or not that Producer is or will be the copyright holder of the finished program).

A242 Production Fee means the fee provided in Article C10.

A243 Related Person means, in relation to the Producer and/or Distributor as the case may be: any individual, corporation, partnership, limited partnership, or other person which:

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

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

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

A244 Residual means a payment for use which is based on the Script Fee.

A245 Rewrite means writing which significantly changes the plot, story line, dialogue, and/or the characters in a Script

A246 Screen Story means written narrative material contracted under this Agreement for a Television Production, based on Source Material, consisting of the basic narrative, idea, or theme and indicating character development and action suitable for use in or representing a substantial contribution to a Final Script; provided, however, that the Writer shall not be obligated to (a) insert dialogue in a Screen Story (except to the extent necessary to show characterization), or (b) prepare the Screen Story in the form of an Outline. There is no differentiation between Story or Screen

Story for compensation purposes. When no Story or Screen Story is contracted separately, the Story or Screen Story shall be deemed to be included in the Outline. In the case of a Feature Film, the Story or Screen Story shall be deemed to be included in the Treatment.

A247 Script means a fully written work for a production in screen terms, embodying individual scenes, full dialogue and/or monologue, Narration (if required) and any other descriptions or details necessary to facilitate production. See also Feature Film Script (Screenplay) and Television Script (Teleplay).

A248 Script Fee means the negotiated fee as provided for Script Material.

A249 Script Material means any material covered by this Agreement and includes Book/Libretto, Continuity, Documentary Script, Draft Script, Narration, Narration Script, Outline, Polish, Rewrite, Screen Story, Script, Story, and Treatment for use in any form of production covered by this Agreement.

A250 Serial means a series of programs in which, generally, the same characters carry on a continuing narrative.

A251 Series means a series of episodes, each complete in itself held together by the same title or identifying device, common to all the programs in the series, or main characters common to many or all of the episodes.

A252 Source Material means any material which was not written specifically for a program or Feature Film but which becomes the basis for a Script or Screen Story.

A253 Story means written narrative material contracted under this Agreement for a Television Production, not based on Source Material, consisting of the basic narrative, idea, or theme and indicating character development and action suitable for use in or representing a substantial contribution to a Final Script; provided, however, that the Writer shall not be obligated to (a) insert dialogue in a Story (except to the extent necessary to show characterization), or (b) prepare the Story in the form of an Outline. There is no differentiation between Story and Screen Story for compensation purposes. When no Story or Screen Story is contracted separately, the Story or Screen Story shall be deemed to be included in the Outline. In the case of a Feature Film, the Story or Screen Story shall be deemed to be included in the Treatment.

A254 Story Consultant means a writer who is a Guild member whose duties include analysis, consultation, research and editorial advice regarding Script Material for Feature Films, Television Movies and Mini-Series and who is engaged on the basis of his or her expertise in the area of writing. This shall not include individuals generally recognized as "technical consultants", whose expertise as engaged is not in the area of writing.

A255 Story Editor means:

a) a person, regardless of title or credit received, whose duties include writing Rewrites, Polishes and may also include script consultation for a Series or Serial; or

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

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

A256 Team means two (or more, with the consent of the Guild, which consent shall not be unreasonably withheld) Writers engaged by the Producer at the same time who have agreed to collaborate on a Script or Scripts. A Team will be deemed to be one Writer for the purposes of this Agreement. Payment will be split equally between or among the Writers of the Team.

A257 Television Movie means a dramatic television production of ninety (90) minutes or more in broadcast length intended initially for Free or commercial Television, pay television, cable television, or distribution by videocassette, videodisc or any other form of home compact device.

A258 Television Production means a Series, Serial, drama, documentary, drama-documentary, dramatization, adaptation, panel/game/quiz show, variety show, Book Show, or televised stage play intended initially for Free or commercial Television, pay television, cable television, videocassette, videodisc or any other form of home compact device.

A259 Television Script (Teleplay) means a fully written work for a Television Production in screen terms, embodying individual scenes, full dialogue and/or monologue, Narration (if required) and any other descriptions or details necessary to facilitate production.

A260 Treatment means the scene-by-scene development and structuring in a mutually agreed form of a story in screen terms to provide a synopsis or schematic of the Feature Film Script to be written from it, in 20,000 words or less. The Treatment shall be deemed to include a Story or Screen Story.

A261 Variety means a program that consists of songs, music, dances, sketches, vignettes, blackouts, and similar material, ordinarily as a mixture of some or all of such elements.

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

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

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

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

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

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

A262 Writer means a person who writes Script Material.

ARTICLE A3 – GENERAL PROVISIONS

A301 An accredited representative of the Guild shall be admitted at any reasonable time to the place where the Writer's Script Material is in production.

A302 The Producer agrees to notify a Writer, before the Writer is engaged on any assignment, of the names of all other Writers previously engaged by the Producer who have been assigned to work on the same material. The Producer shall also notify the Writers previously engaged on such material of the name(s) of any additional Writer(s) engaged.

A303 a) Shopping – Prior to circulating unlicensed Script Material to persons other than those directly associated with the Producer, the Producer shall obtain the consent of the Writer.

b) Disclosure – The Writer will advise the Producer of any persons to whom, to the best of the Writer's knowledge, the Script Material has been previously submitted.

A304 At the completion of the fine cut, the Writer may request a screening, and if so requested, the Producer shall provide the Writer with a screening within twenty-one (21) days of the request.

A305 Upon receiving a written request from the Writer(s), the Producer shall provide the Writer(s) with a copy of the completed program when available. The Writer agrees not to copy, duplicate, publicly exhibit or otherwise show or use the program commercially or for profit. The Writer further agrees to use such copy solely for his or her own personal purposes. In no event will such copy be posted on the Internet or transmitted electronically without the Producer's express written consent.

A306 The Producer assumes the risk of the professional and artistic competence of the Writer, Story Editor or Story Consultant. The Writer, Story Editor or Story Consultant will act professionally at all times with respect to the meeting of deadlines and the presentation of contracted materials.

A307 Attendance at Rehearsals – The Producer agrees that the Writer has the right to attend all the work sessions at which production personnel are present in the production of a Feature Film or program based on the Script s/he has written, provided that the Writer obtains permission from the Producer.

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

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

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

i) the Producer shall invite the director to meet with the Writer in person or by phone once the director is hired. Where practicable, the meeting shall occur prior to the commencement of pre-production;

ii) the Producer shall advise the Writer of the time and place of the rough cut screening in order that the Writer may attend, or alternatively, the Producer may at its discretion, provide the Writer with a copy of the rough cut and the Writer shall be given the opportunity to provide notes to the Producer;

iii) at the discretion of the Producer, the Writer may be invited to the cast read-through;

iv) the Writer may be called upon to write the ADR for no additional payment; and

v) the Writer shall be invited, at no cost to the Producer, to publicity events and cast and crew events under the direct control of the Producer in which the director participates.

ARTICLE A4 – NO STRIKE AND UNFAIR DECLARATION

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

A402 Producer's Refusal to Abide by or Follow Grievance or Arbitration Procedure or Decision

Where a Producer does not abide by, or declares its intent not to abide by the grievance or arbitration procedure, or refuses to comply with a decision rendered pursuant to Article A5 by a Joint Standing Committee or an Arbitrator, the Guild may declare such Producer an "Unfair Producer" upon ten (10) days' notice to the Producer concerned and to the Producer's Association, and instruct the members of the Guild not to work for such a Producer.

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

ARTICLE A5 – GRIEVANCE PROCEDURES AND RESOLUTION

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

A502 A Grievance is defined as a difference between the Guild and a Producer, or the Guild and the Association(s), arising out of, or in connection with the administration, interpretation, application, operation or alleged violation of any provision of this Agreement, or any deal memorandum or contract between a Writer, Story Editor or Story Consultant and a Producer, including a question as to whether a matter is arbitrable. All Grievances shall be resolved in accordance with the procedures set out in this Article.

A503 The parties acknowledge and agree that the timely and prompt settlement of all disputes between the parties should be encouraged and that therefore any dispute may be settled at the time of its occurrence by the Guild and the authorized representative of the Producer, without recourse to the formal Grievance Procedure.

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

A505 A grievance shall be considered initiated when the grieving party (the "Grievor") sets forth in writing (the "Grievance") the facts giving rise to the dispute, the relevant articles of the Agreement and the individual contract, and the remedy sought and delivers the Grievance to the other party to the Grievance (the "Respondent") and to the Association to which the Respondent belongs. In all cases concerning a Writer, Story Editor or Story Consultant, the Guild will be the Grievor or the Respondent, as the case may be. When the Producer is not a member of one of the Associations, the Grievor shall advise all of the Associations.

A506 The Guild or the Association, as the case may be, shall notify forthwith the other parties to this Agreement of the Grievance and provide each party with

a copy of the Grievance. A representative of the Guild, a representative of the Association, the Producer or its duly authorized representatives, and the Writer, Story Editor or Story Consultant if the Guild deems it necessary, shall meet within five (5) business days to attempt to settle the Grievance informally. The persons present at the Grievance Meeting on behalf of the parties to the Grievance shall have the authority to settle the Grievance. Any written settlement, shall be signed by the representatives of the parties to the Grievance, each of whom shall receive a copy of the terms of the settlement. A copy shall be sent to the Association. Such settlement shall be binding on all parties to the Grievance.

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

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

A509 Within twenty (20) business days of the Grievance meeting, the referring party may give written notice to the other parties attending the Grievance Meeting and to the Associations to refer the Grievance to the Joint Standing Committee, or in the discretion of the referring party, directly to Arbitration. If the referring party refers the matter to the Joint Standing Committee and the responding party wishes to have the matter referred to Arbitration (instead of the Joint Standing Committee), said party shall have the right within five (5) business days from receipt of the notice, to refer the grievance to Arbitration.

A510 The Joint Standing Committee shall convene, at a time and place to be agreed by the Guild and the Association, within three (3) weeks of receipt of

the notice described in Article A509, or at such time as otherwise agreed between the parties.

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

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

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

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

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

A514 The Joint Standing Committee members shall appoint a chair-person from among themselves. The Joint Standing Committee may establish its own procedures and guidelines for the hearing, including the recording of minutes or notes. The Joint Standing Committee shall be governed by the following principles:

i) both parties shall have full opportunity to be heard;
ii) neither party shall be surprised by evidence or facts adduced before

the Joint Standing Committee; and

iii) the Joint Standing Committee may recognize common industry practice where reasonable to do so under the circumstances.

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

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

ii) the Respondent shall have up to fifty (50) minutes to make oral representations including response to the Grievor's submissions, which representations shall be consistent with the material filed;

iii) the Association acting as Intervenor shall have up to fifty (50) minutes to make oral representations including response to the submissions, which representations shall be consistent with the material filed;

iv) the Grievor shall have up to twenty (20) minutes to respond to the Respondent's submissions;

v) the Joint Standing Committee shall have up to sixty (60) minutes to ask questions and clarify issues raised by the material and oral submissions.

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

A516 When the Joint Standing Committee is satisfied that it has heard fully from the parties to the Grievance, the Joint Standing Committee shall dismiss the parties in order to consider and render its decision.

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

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

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

A520 Arbitration

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

A521 The parties to the Agreement agree that, except in exceptional cases agreed by the Guild and the Associations, all arbitrable matters shall be heard by a single arbitrator. The selection of the single arbitrator shall be the subject of mutual agreement of the parties. In the case of the CMPA, reference shall first be made to the list of arbitrators set out in section 9.1 of the Negotiation Protocol (Appendix A). In the event of a failure to agree upon a single arbitrator, the Minister of Labour of the appropriate province or territory, or in Quebec, the Minister of Culture, Communications and the Status of Women will be asked to appoint an arbitrator.

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

Should the person chosen by the Guild and the person chosen by the Associations fail to agree on a third person within ten (10) days of the notification mentioned above, the Minister of Labour of the appropriate province or territory, or in Quebec, the Minister of Culture, will be asked to appoint a person to act as chair.

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

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

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

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

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

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

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

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

To the Associations:
Canadian Media Production Association
160 John Street
5th floor
Toronto, Ontario M5V 2E5
FAX: (416) 304-0499
Attention: National Director, Industrial Relations

Association québécoise de la production médiatique
1470 Peel Street
Suite 950, Tower A
Montréal, Québec
H3A 1T1
FAX: (514) 392-0232
Attention: Attorney and Industrial Relations Advisor

ARTICLE A6 – SPECULATIVE WRITING, SAMPLE PAGES AND UNSOLICITED SCRIPTS

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

A602 The Producer and the Guild recognize that there may be an area where the proper and constructive exchange of ideas and criticism between a Writer and a Producer may be claimed by the Guild to be speculative writing. Whenever the Guild feels that speculative writing has occurred, the case will be referred to the grievance procedure and the Producer's intent as determined by the facts shall be an important factor in the consideration. In this connection, nothing in this Article shall limit the submission of original stories or prevent the Producer from discussing with any Writer any ideas suggested by such Writer, or discussing with any Writer any ideas or any material suggested by the Producer in order to determine the Writer's thoughts and reactions with respect to any such idea or other material to determine the Writer's suitability for an assignment, provided, however, that any such discussion relating to an assignment shall be subject to the provisions of Article A603.

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

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

Unless a commitment was made by the Producer in such initial interview, a second interview by the Writer with the Producer concerning the same assignment may only be with a person authorized to make a commitment to the Writer. In no event may a third interview between the Writer and Producer take place concerning such assignment, nor may the Producer

request the Writer to render any writing services, unless a firm agreement has been arrived at between the Writer and Producer as to terms and conditions of engagement prior to the third meeting or the request to render writing services. As used in this Article, the term "a person authorized to make a commitment to the Writer", shall mean a person who is empowered to make, subject to the negotiation of mutually acceptable terms and conditions, the final creative decision to engage a Writer for an assignment.

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

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

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

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

A701 All rights negotiated under this Agreement or in any individual contract between a Writer and a Producer shall be in the form of a license from the Writer to the Producer for a specific use during a specified term of whatever right is in question. The Writer's copyright shall not be assigned. The copyright herein referred to is the copyright in the Writer's Script Material, which is separate and distinct from the copyright in the Feature Film or program.

A702 Whenever the Producer contracts a Writer, Story Editor or Story Consultant, a fee for the work contracted shall be negotiated and a contract signed before the Writer, Story Editor or Story Consultant begins work.

A703 No purely oral agreement shall be binding, nor shall it constitute grounds for an investigation of a complaint by either of the parties concerned. Every contract shall be signed before the work begins on a contracted Script, and before any requested revision is begun or before production begins, whichever is sooner, in the case of an unsolicited Script.

A704 A contract with a Writer or Story Editor shall be in the form of Appendix C or D. All additional terms must be added as a rider to the form.

A705 All the terms of this Agreement shall be deemed to be included in each individual contract between a Producer and a Writer, Story Editor or Story Consultant, except where specific terms more beneficial to the Writer, Story Editor or Story Consultant are included in the individual contract in place of the relevant minimum terms in this Agreement. If any provision of an individual contract conflict with the minimum terms and conditions of this Agreement, then this Agreement shall prevail, and in such event the conflicting provisions of the individual contract shall be deemed to be modified to the extent necessary to cause it to conform to the terms and conditions of this Agreement and, as modified, the individual contract shall continue in full force and effect.

A706 When two or more Writers are involved in the writing of a Script, each Writer shall have an individual contract with the Producer, except in the case of a Team, in which case there may be one contract.

A707 A copy of every contract between a Writer, Story Editor or Story Consultant and any Producer adhering to this Agreement shall be deposited with the Guild and the CMPA (or both the CMPA and the AQPM if the contract is covered by Appendix Q of this Agreement and/or if the Producer is located in Quebec) by the Producer within seven (7) days of the signing of the contract.

Notwithstanding the above, contracts need only be deposited with the CMPA as of January 1, 2016.

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

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

A708 a) Nothing in this Agreement or any individual contract to which this Agreement applies shall diminish any otherwise-existing right of the

Writer to collect any of the so-called "author's share" of Secondary Use Payments in connection with any production based on Script Material.

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

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

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

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

d) All net amounts collected and then distributed by collective societies in respect of the retransmission in Canada of productions based on Script Material are excluded from Distributors' Gross Revenue in accordance with any agreement reached between the CSCS and the CRC, the CBRA and the CRRA regarding such retransmission.

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

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

A709 Warranties and Indemnities

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

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

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

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

   and covenants that no Script Material supplied by the Writer or Story Editor to the Producer shall be used by, or with the approval of, the Producer in such a manner as to defame any person or to invade the right to privacy of any person or to violate the provisions of the Criminal Code of Canada in with respect to child pornography, or obscenity or any like offenses.

c) The Writer or Story Editor indemnifies the Producer against all damages and costs (including reasonable legal fees) resulting from any breach of the Writer's or Story Editor's warranty, as evidenced by a final decision of a tribunal or a court of competent jurisdiction, or any settlement to which the Writer or Story Editor has consented in writing.

d) The Producer indemnifies the Writer or Story Editor, his/her heirs, administrators, executors and successors against all damages and costs (including reasonable legal fees) in with respect to any claim, action or proceeding to which the Writer or Story Editor is made a party by reason of having created or supplied Script Materials under the individual contract between the Writer or Story Editor and the Producer, including, but not limited to, any claim arising out of any breach of the Producer's warranty and covenant as set out in Article A709(b) above, as evidenced by a final decision of a tribunal or a court of competent jurisdiction, or any settlement to which the Producer has consented in writing. This indemnity shall not apply to any action or proceeding arising out of a breach of the Writer's or Story Editor's warranty as set out in Article A709(a) above.

e) Either party upon receipt of notice of any claim as a result of which the other party's indemnity might be invoked, shall promptly notify the other of such claim giving the other party full details thereof including copies of all documents received in connection therewith. The existence of any such claim shall not relieve the Producer of the obligation to pay the Writer or Story Editor any monies due the Writer pursuant to the individual contract between the Writer or Story Editor and the Producer.

f) Neither party shall be deemed to have waived their respective rights to defend themselves against any claim by the other for costs or damages arising out of a settlement not consented to in writing by the indemnifying party.

A710 Reversion of Rights

a) In the event that at any time prior to the start of principal photography of a Feature Film or program based on Script Material, the Producer becomes bankrupt, insolvent or is wound up, or has a receiver appointed by the Court, all rights in such Script Material shall automatically revert to the Writer.

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

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

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

A713 Notice of Bankruptcy, Insolvency or Winding up of Producer

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

A714 Acquisition of Further Rights

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

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

A715 Rights Licensed

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

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

ARTICLE A8 – STORY EDITORS AND STORY CONSULTANTS

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

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

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

A804 Except as specified in Article A255(b), Story Editors or Story Consultants shall receive on-screen credit, the nature and location of which will be set out in the Story Editors' or Story Consultants' contracts.

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

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

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

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

ARTICLE A9 – CREDITS

OBLIGATION TO GIVE CREDIT

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

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

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

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

ii) In all other cases, credits shall be governed by the terms of the contract between the Writer or Story Editor or Story Consultant and the Producer.

FORMS OF CREDIT

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

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

b) Where a Writer has made a substantial written contribution to the writing of the Script, the Writer shall be entitled to the screen credit "SCREENPLAY BY...".

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

a) Where a Writer has written both the Story or Screen Story and the Script for a program, the Writer shall be entitled to the credit "BY..." where such credit immediately follows the main title credit, or "WRITTEN BY..." where the credit appears elsewhere in the program.

b) Where a Writer has made a substantial written contribution to the writing of a Script, the Writer shall be entitled to the screen credit "TELEPLAY BY...".

c) Where a Writer has written a Documentary, the Writer shall be entitled to the screen credit "WRITTEN BY...".

d) Where a Program Writer has written a Magazine Format Program, the Writer shall be entitled to the credit "BY..." where such credit immediately follows the main title credit, or "WRITTEN BY..." where the credit appears elsewhere in the program.

e) Where a Show Writer has written a Variety program, the Writer shall be entitled to the credit "BY..." where such credit immediately follows the main title credit, or "WRITTEN BY..." where the credit appears elsewhere in the program.

f) Where a Contributing Writer has written a Variety or Magazine Format Program, the Writer shall be entitled to the credit "CONTRIBUTING WRITER...".

g) Continuity Writers shall be entitled to the credit "CONTINUITY WRITER...".

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

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

b) Where a substantial contribution to a program is in the form of Narration, screen credit shall be given in the form of "NARRATION WRITTEN BY...".

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

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

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

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

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

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

LIMITATION OF NUMBER OF WRITERS

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

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

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

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

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

POSITION AND SIZE OF CREDITS

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

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

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

Examples of acceptable credit sequences are:
(in head credits)
(any other credit), Writer, Director
Producer, Writer, Director
Writer, Producer, Director
(in tail credits)
Director, Writer, (any other credit)
Director, Writer, Producer
Director, Producer, Writer

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

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

CREDIT IN ADVERTISING AND PUBLICITY

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

a) all paid advertising relating to the program where the director is accorded credit, issued by or under the direct control of the Producer, and the size of the credit shall be the same as that of the director.

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

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

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

DUTY OF PRODUCER TO NOTIFY

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

the names of the Writers, if more than one, accorded credit, and the placement of the writing and subsidiary writing credits in the credit sequence in accordance with Article A918. If the production company proposes a Writer who is also a director or Producer or Executive Producer, the notice shall so indicate.

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

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

A922 If any subsequent alteration to the intended writing or subsidiary writing credit is intended, the Producer shall notify the Guild and all Writers involved of its intended alteration, but in any case the Producer shall notify any Writer who has been engaged subsequent to the first day of production as to his/her proposed final credit. This notification should be not later than fourteen (14) days after the completion of filming or taping of the program.

A923 All notifications referred to in Article A9 shall be sent by hand, e-mail or facsimile and shall be delivered to the last known address, e-mail address or fax number of each Writer, Story Editor or Story Consultant or his agent or to any other address which the Writer, Story Editor or Story Consultant notifies to the Producer before the dispatch of such Notice.

A924 Upon the Guild's request, the Producer shall provide a copy of the shooting script, or, at the Producer's discretion, reasonable access to the shooting script, to any Writer, Story Editor or Story Consultant receiving the Notice of Intended Writing Credits.

A925 Subject to the provisions of Article A922 and A926, if, within fourteen (14) days of the date of dispatch of the Notice of Intended Writing Credits (seven [7] days in the case of a Series), no objection is received by the Producer and

the Guild from any Writer to whom such draft has been sent, the wording of the writing and subsidiary writing credits set out in the Notice of Intended Writing Credits shall become final and binding on all parties.

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

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

RULES OF CREDIT ARBITRATION

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

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

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

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

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

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

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

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

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

A932 The credit arbitration shall commence when the Guild receives the signed confirmation referenced in Article A931 from the Producer and all

participating writers. In the absence of signed confirmation from any party, that party (the non-respondent) shall be deemed to have confirmed the list of materials forty-eight (48) hours after receipt of such list of materials.

A933 If there is uncertainty or dispute as to whether the material is Script Material, Source Material or whether or not the material was submitted to the Producer, the Guild's Credit Committee shall determine whether or not the material shall be submitted to the Arbitrators. The ruling of the Credit Committee shall be final and binding on the parties.

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

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

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

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

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

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

A940 With respect to Article A9, the Writers, Guild (on its own behalf and on behalf of its members), Arbitrators and Credit Committee (the "Releasing Parties") release, hold harmless and forever discharge all of the other Releasing Parties from any and all actions, causes of action, claims and demands for damages which may have been or thereafter may be sustained in connection with any proceeding before the Arbitrators and/or the Credit Committee, the decisions of the Arbitrators and/or the Credit Committee, and/or any publication of the findings and/or decisions of the Arbitrators and/or the Credit Committee. In addition, the Releasing Parties agree to not make any claim or take any proceeding against any third party to the credit arbitration who or which might claim contribution or indemnity from the other Releasing Parties. Nothing in this article shall be construed so as to restrict the parties' right to pursue a grievance in accordance with Article A5.

OTHER AGREEMENTS

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

ALTERNATIVE PROCEDURE

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

AGREEMENT BETWEEN WRITERS ON CREDITS

A943 When more than one Writer has contributed to the writing of a Script and all contributing Writers agree unanimously among themselves as to which of

them shall receive credit and to the form of such credit, then provided that:

a) the number of Writers receiving such credit does not exceed two (where two Writers have collaborated on a Script as a bona fide Team, the credit of these two Writers shall count as one credit);

b) the form of such credit is in accordance with this Article;

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

such credit shall be final and binding on all parties.

ASSIGNMENT OF RIGHTS

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

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

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

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

Should the Producer fail to obtain such undertaking, the Producer shall remain responsible for all obligations for credit accorded to the Writer, and shall be liable for any breach of the contract with the Writer or this

Agreement arising out of any breach of Article A9 credit provisions, including breaches by a third party with whom it has signed a contract for distribution or sale.

INADVERTENT BREACH OF ARTICLE A9

A946 No inadvertent breach of the terms of Article 9 shall be deemed a breach of Article 9 by the Producer, provided that the Producer will endeavor to prevent any further breach after the receipt of written notice specifying details of the alleged breach.

A947 Should the Producer fail to provide the credits on the Production as required above, the Producer agrees to the following remedy:

a) to correct the omission prior to public showing where practicable; or
b) if correction as in a) above is not practicable, to fulfill the intent of the provisions for credit by inserting in appropriate daily and/or trade papers announcements for the sole purpose of identifying the Writer whose credit has been omitted. The specific periodicals and the size and content of the announcements will be the subject of negotiation between the Producer, the relevant Association and the Guild. The cost of these advertisements will be borne by the Producer.

PRODUCTION CREDITS

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

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

ARTICLE A10 – SECURITY FOR PAYMENT

A1001 The Guild is entitled to require a Producer to post, no earlier than thirty (30) days before the commencement of principal photography, security for

payment sufficient to cover: a) the Production Fee, and b) insurance and retirement payments required under this Agreement. The said security shall take the form of a cash deposit to be held in trust by the Guild, in an interest-bearing account, and all the accrued interest shall be the property of the Producer. At the Producer's election, the security for payment may take the form of one or more irrevocable letters of credit in favour of the Guild, drawn on a Canadian chartered bank. The face of the letter of credit shall specify that:

i) the Guild shall be entitled, upon written notice to the Producer, to draw down on the letter of credit. The letter shall stipulate the amount claimed and that such amount is due to the Guild as a result of default by the Producer of its payment obligations as specified in the Agreement;

ii) the said letter of credit shall have a term commencing not sooner than thirty (30) days prior to the commencement of principal photography and terminating at a mutually agreed date after the completion of principal photography;

iii) in the event of a dispute involving outstanding payments due under the Agreement, the Producer agrees to reissue a letter of credit or to post a bond in an amount equal to those amounts in dispute for as long as those amounts remain in dispute; and

iv) when a bona fide dispute arises, all remedies and recourses provided by this Agreement shall be exhausted, or an Arbitrator shall rule in favor of the Writer prior to any disbursement from the Security Payment.

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

A1003 Notwithstanding Article A1001, an Established Producer as defined herein shall not be required to post as security a cash deposit, letter of credit or bond, but shall instead be entitled to provide to the Guild a corporate guarantee in the form provided in Appendix V.

A1004 An Established Producer shall mean a Producer:

i) whom the CMPA or AQPM confirms by written notice to be a member in good standing;

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

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

A1006 Should the option for a corporate guarantee be denied, a timely request having been made, the Producer shall have recourse to the following appeal procedure:
i) the Guild meet with the Producer within five (5) business days of denial of a request;
ii) an appeal committee shall be formed which will consist of the Director of Industrial Relations of the Guild and a representative of the relevant Association~~s~~;
iii) should there be no consensus at this meeting, the Producer shall post the cash bond required by the Guild as a gesture of good faith pending the outcome of presenting its case in front of the Joint Standing Committee as set out in Article A5 of this Agreement; and
iv) should the Joint Standing Committee rule in the Producer's favour, the Guild will immediately return the cash bond, with interest if applicable, and accept the alternative security payment agreed to by the Joint Standing Committee.

ARTICLE A11 – PAYMENTS

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

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

i) before the production is scheduled ("greenlit") for production, within thirty (30) calendar days; and

ii) once the production has been scheduled ("greenlit") for production, within fifteen (15) calendar days. The Guild shall be informed thereof in accordance with section C1001,

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

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

A1104 Payment shall be made directly to the Writer, Story Editor or Story Consultant unless written authorization has been received by the Producer from the Writer, Story Editor or Story Consultant authorizing payment to a third party.

A1105 No portion of any minimum fee provided in this Agreement shall be deferred for any reason.

A1106 When making any payment to a Writer, Story Editor or Story Consultant the Producer shall specify the production and the date of contract and the details of the calculation of the payment.

A1107 Subject to Article B108, no rights in any Script Material covered by this Agreement shall be conveyed by the Writer to the Producer until the total Script Fee has been received by the Writer, or until the Writer receives notice, in terms of Article B107, that the Producer does not wish the Writer to proceed with the Script and all amounts due up to or upon such termination have been received by the Writer. If the Production Fee is not paid on or before the first day of principal photography, notice of default shall be given to the Producer. If the Producer does not cure such default within seven (7) days of receipt of notice, the rights conveyed by the Writer shall revert to the Writer, subject to reconveyance of the rights to the Producer upon payment.

A1108 In the event that a Writer fails to meet a deadline specified in his or her contract, the Producer may decline to deal further with the Writer, being obliged to pay only for work already completed and delivered on time.

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

A1109 Division of Production Fee Among Credited Writers

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

a) All Programs Except Variety Programs and Documentaries

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

b) Variety and Magazine Format Programs

i) When the only credited Writers have been contracted as Show Writers or Program Writers, they shall share equally one hundred percent (100%);

ii) When the credited Writers have been contracted as Show Writers or Program Writers and Contributing Writers, the Contributing Writers shall receive a percentage based on the number of minutes in the Program written by each such Contributing Writer divided by the number of minutes in the Program, and the balance shall be shared equally among the credited Show Writers;

iii) When the only credited Writers have been contracted as Contributing Writers, one hundred percent (100%) shall be shared among them, based on the number of minutes in the Program written by each such Contributing Writer divided by the number of minutes in the Program.

c) Documentaries

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

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

A1110 Distribution Royalty Payments:

a) Distribution Royalty payments shall be made only to credited Writers contracted under this Agreement. Such payments, if any, shall be made as per the reporting periods below. When payments to any other party entitled to a share of the Distributors' Gross Revenue are made more often, the Writer shall be accorded equal treatment. The Producer may elect to make Distribution Royalty payments more frequently.

b) At least annually and while the production is in distribution, the Producer shall furnish to the Guild, a statement of all Distributors' Gross Revenue certified as correct by the Producer in the form of, and displaying the information required in Appendix G. Each report shall be delivered to the Guild in the same manner and frequency as the Producer reports to government agencies and/or other financiers. The first reporting period ends ninety (90) days following the delivery of the production to the Distributor. The reports shall be accompanied by the aggregate Distribution Royalty payments payable to Writers and an outline of the method of calculation of the Distribution Royalty. The Guild shall be entitled to appoint one or more person(s) to examine the records of a Producer relating to a Feature Film or program for the purpose of satisfying itself as to the propriety of the statement.

c) Distribution Royalty payments due under the terms of this Agreement shall be paid to the Writers out of Distributors' Gross Revenue in priority to payments due to all other parties entitled to a share of the Distributors' Gross Revenue. The Producer shall be deemed to hold the aggregate Distribution Royalty payments in trust for the Writer(s) from the time that Distributors' Gross Revenue are received (or, in the case of a Distributor that is not at arm's length to the Producer, accrued) until the disbursement of same to the Guild on the due date, i.e. the date that each report is due.

d) At the request of the Guild, the Producer will consent to the release of true copies of the reports dealing with Distributors' Gross Revenue, which have been filed with the government agencies and/or other financiers.

e) When a Feature Film or program is distributed or otherwise exploited as part of a package of Feature Films or programs, the Distribution Royalty payments arising on account for such distribution shall be paid the Guild in trust for the Writers entitled thereto. The Guild shall determine the allocation of such payments to such Writers, taking into account the Producer's allocation of the revenue among the Feature Films or programs in any package. The Producer shall report such allocation when remitting the Distribution Royalty payments.

f) Each Distribution Royalty payment to the Guild in the case of royalties arising from the distribution of a of Feature Film or program as part of a

package, shall be accompanied by the Distribution Royalty Payment Form which is Appendix G of this Agreement. The Producer shall provide all information specified on the Form. At the time of payment, one copy of the Form shall be sent to the Writer and one copy shall be sent to the Guild.

g) Fair Market Value: The Producer and/or distributor shall meet with the Guild to determine the fair market value of a program should such program be distributed for use by means of barter or exchange or other means for which a nominal fee or no fee is charged, or as part of a package of programs. The Distribution Royalty payments to Writers shall be based on such agreed fair market value.

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

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

A1112 The Writer(s) of a Script and the Guild shall be entitled to appoint one or more persons (the "representative") who, for the purpose of verifying the propriety of payments made under this Agreement, shall have the right to examine and audit, during normal business hours, all books, records, accounts, receipts, disbursements and any other relevant documents related to a production based on the Script. Upon giving reasonable notice to the Producer, the representative(s) shall be entitled to enter at normal place of business at annual intervals or more frequently, if warranted by the circumstances, as determined by the Guild. Such persons shall treat such information as confidential and shall use it only in relation to the matter at issue. The Producer shall forthwith pay the Writer(s) any payments found to be owing as a result of such audit. If the aggregate payments to which the Writer or Writers are or were entitled exceed the aggregate payment made to the Writer(s) by an amount which is in excess of five percent (5%) of the aggregate payments made, the Producer shall pay to the Guild its

audit costs but not less than $100, nor more than an amount equal to twice the discrepancy.

A1113 Purchaser's Assumption Agreement

a) If the Producer sells, assigns, or otherwise disposes of any production produced under this Agreement, or any rights thereto, except for distribution rights (in which case Article A1114 shall apply) the Producer shall not be relieved of any of its obligations for payments due or reporting required under this Agreement, unless the third party to whom the said property or rights have been sold, assigned or otherwise disposed of (the Purchaser) assumes the obligations for such payments and reporting under this Agreement by the Assumption Agreement in the form contained in Appendix I, and the Guild approves the assumption in writing. Such approval shall not be unreasonably withheld.

b) If the producer sells, assigns or otherwise disposes of rights licensed under this Agreement in Script Material which has not been produced, the Producer shall not be relieved of any obligations under this Agreement unless the third party to whom the rights licensed have been sold, assigned or otherwise disposed of (the Purchaser) assumes the obligations for such payments and reporting by Assumption Agreement in the form contained in Appendix J, and the Guild approves the assumption in writing. Such approval shall not be unreasonably withheld.

c) Upon seeking the approval of the Guild upon a sale, assignment or other disposition as provided for herein, the Producer shall provide to the Guild such information and material pertaining to the Purchaser as the Guild may reasonably require, including but not limited to, the financial status of the Purchaser, the individual principals and/or directors of the Purchaser, and the terms and conditions of the Purchase Agreement.

A1114 Distributor's Assumption Agreement

a) If the Producer, its successors and assigns, licences, sells, disposes or otherwise conveys any distribution rights in a program produced under this Agreement, the Producer shall use its best efforts to obtain an executed Distributor's Assumption Agreement. In respect of any outright sale or conveyance hereunder, (i.e. a disposition, the terms of which, do not include a requirement to report revenue to a Producer) a

fully-executed Distributor's Assumption Agreement with the applicable Distributor(s) is a condition precedent to such sale or conveyance. The Distributor's Assumption Agreement shall be in the form attached as Appendix H.

b) Upon seeking the approval of the Guild to an assignment, licence, sale, disposition of conveyance of distribution rights, the Producer shall also provide to the Guild such information and material pertaining to the Distributor, as the Guild may reasonably require, including but not limited to, the financial status, the individual principals and directors of the Distributor, and the conditions of the agreement which licenses, sells, disposes or otherwise conveys the applicable distribution rights.

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

ARTICLE A12 – ADMINISTRATION FEE

A1201 The Producer shall assist in defraying the cost of administering the terms of this Agreement by paying as an administration fee the following percentage of Gross Fees:

i) If the Producer is a Member in Good Standing of the CMPA as of the date of the remittance of the fee, (which membership in good standing shall be confirmed by the CMPA by written notice), 2% to a maximum of $1,000 per production or episode to the Guild, and 2.75% to a maximum of $2,850 per production (Feature Film, Television Movie, Pilot, etc.) or $1,900 per episode of a Series directly to the CMPA.

ii) If the Producer is a Member in Good Standing of the AQPM as of the date of the remittance of the fee, (which membership in good standing shall be confirmed by the AQPM by written notice), 2% to a maximum of $1,000 per production or episode to the Guild, and any levies which may be due to the AQPM directly to the AQPM.

iii) If the Producer is not a Member in Good Standing of one of the Associations as of the date of the remittance of the fee, as evidenced by written notice from one of the Associations to such effect, 7% with no maximum for any Production or Episode, such amount to be sent directly to the Guild.

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

A1203 All amounts collected under Article A1201 (iii) above shall be divided as follows: 50% shall be retained by the Guild and 50% shall be paid to the relevant Association. The Guild shall remit the respective shares of the administration fees itemized by production to the relevant Association within 30 days of the end of each calendar quarter. Upon seventy-two (72) hours' notice, an authorized representative of the relevant Association may, during normal business hours, inspect the books and records of the Guild pertaining to the collection and remittance of the administration fee.

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

A1205 During the life of this Agreement, the CMPA and AQPM may amend the amounts payable to their respective Association by their members set out in article A1201(i) and A1201 (ii).

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

A1301 Insurance

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

A1302 Retirement Plan

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

A1303 Deduction from Writer's Fees – Retirement Plan

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

A1304 Deduction from Writer's Fees – Guild Dues

The Producer shall deduct two percent (2%) of the Gross Fees paid to any Writer, Story Editor or Story Consultant who is a member of the Guild, and shall deduct five percent (5%) of the Gross Fees paid to any non-member Writer, Story Editor or person designated by the Guild as a non-member (except persons excluded under Article A106).

A1305 Non-member Equalization Payments & Deductions

a) In order to equalize the payments and deductions in respect of Guild members and non-members, the Producer shall contribute an amount equal to twelve percent (12%) of the Gross Fees paid to each Writer or Story Editor who is not a member of the Guild.

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

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

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

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

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

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

SECTION B – CONDITIONS GOVERNING ENGAGEMENT

ARTICLE B1 – CONDITIONS GOVERNING ENGAGEMENT FOR ALL PROGRAM TYPES

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

B101 Any amount in excess of the minimum Script Fees may be paid on a schedule to be negotiated by the Writer and Producer, but in any case shall be paid in full no later than delivery of the last stage provided for in the original contract. In the case of termination, any amounts in excess of the minimum Script Fees shall be paid pro rata with the minimum Script Fees, and paid at the time of termination.

B102 A contract between a Writer and a Producer shall not provide for more than three stages and a Polish (or, in the case of a documentary Script with Narration, four stages and a Polish) to be prepared by the Writer unless the Producer and the Writer agree on the appropriate additional fee for any additional stage.

B103 Subsequent to the delivery of the Second Draft Script (Final Script in the case of a Documentary), or Optional Third Draft, the Producer may request further revisions for which a fee shall be negotiated between the Producer and the Writer.

B104 The Producer shall notify the Writer in writing within twenty-five (25) calendar days of the receipt of a Treatment, Outline or First Draft Script whether or not the Producer wants the Writer to proceed with the next stage. Should the Producer not notify the Writer in writing of its decision regarding a Treatment, Outline or First Draft Script within the required twenty-five (25) calendar days, the Producer shall be deemed to have accepted the Treatment, Outline or First Draft Script and the Writer shall at once proceed to the next stage.

B105 If the Producer wants the Writer to polish the Second Draft Script, he shall notify the Writer within twenty-five (25) calendar days of the delivery of the Second Draft Script. Such alterations shall not involve any substantial change in the story or structure, or the introduction of any major characters not included in the Script. One Polish is included in the Script Fee. If the

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

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

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

B108 Should a Producer wish to commission:

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

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

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

B110 Script Changes

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

b) It shall not be a breach of this Article for the Producer to make minor Script changes during the production to meet the production needs. Any change that affects the meaning, intent, theme, characterization or plot development of a Script or any editorial change of a major nature shall not under any circumstances be considered "minor Script changes during the production to meet production needs".

c) If an agreement has been entered into between a Writer and a Producer pursuant to B108 or if a Writer's contract has been terminated and an agreement has been entered into pursuant to B111, B110(a) shall not apply to that Writer in relation to changes made by a subsequently contracted Writer, unless the original Writer's contract provides otherwise.

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

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

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

use in each program or episode of a Series or Serial other than in a Television Script written by the Writer.

b) Where a Writer originates in Script Material any character that appears in any program or episode of a Series or Serial subsequent to the program for which the material was created, s/he shall receive payment for each such use in each program or episode of a Series or Serial except:
   i) in a Television Script written by the Writer;
   ii) in a program or episode of a Series or Serial for which the Writer is receiving a royalty payment under B113(a).

c) The payment the originating Writer shall receive for each such use under B113(a) or B113(b) shall be subject to individual negotiation between the Writer and the Producer and such negotiation shall take place at a time prior to the commissioning of any Television Script from any other Writer. Payment shall entitle the Producer to, in the case of B113(a), the exclusive license to use the Story, concept or format, and in the case of B113(b) the exclusive license to use the character, in any program, Series or Serial subsequent to the program for which the material was created. The payment shall in no case be less than:
   i) in the case of B113(a), 15% of the minimum Script Fee applicable to the originating Writer's services and;
   ii) in the case of B113(b), 7.5% of the minimum Script Fee applicable to the originating Writer's services for each character. This minimum shall apply only to the first two characters on any one program or episode of a Series or Serial.

d) These royalties shall not be deducted from the Production Fee or Distribution Royalty.

e) Notwithstanding the foregoing, with respect to Script Material for Series contracted prior to the commencement of this Agreement, the provisions of the agreement in effect when such Series was contracted shall apply to all episodes in the Series in lieu of the provisions of B113(c) and (d).

B114 When a Television Script is contemplated for use after its initial telecast as the basis of a Series, as an alternative to Article B113, the Producer may

acquire the exclusive license to use the characters and Script Material of the original Television Script as the basis for subsequent Series upon payment of a negotiated fee not less than fifty percent (50%) of the Script Fee, and shall acquire such license on payment of the negotiated amount. The Writer may also negotiate a royalty. No payments under this Article shall be applied against the Production Fee or Distribution Royalty of the subsequent Series.

B115 Conversion to Theatrical Use

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

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

b) In any contract for the conversion of such program to theatrical use, the Producer shall remain liable for the payment of the Distribution Royalty for the converted program as required under C11 of this Agreement.

c) Should the Producer wish to contract a Writer to write a Television Script and include in that contract the right to distribute or license the distribution of the program for theatrical use, the Producer shall first contract for a Television Script and subsequently contract for conversion to theatrical use under B115. This requirement shall apply equally to any program prepared under any co-production agreement or contract to which the Producer is in any way a party.

B116 Excerpts

a) The Writer(s) of the program in which Excerpts are inserted shall be contracted under C409, C410, C508, C510, C608 or C706 of this Agreement and receive the full Script Fee.

b) When Excerpts comprise more than twenty-five percent (25%) of the program time, the Writer(s) of the program which incorporates the Excerpts will receive a share of the Production Fee and Distribution Royalty based on the number of minutes in the program written by him/her divided by the number of minutes in the program. The remaining Production Fee and Distribution Royalty will be divided among the Writers of the Excerpts in the same manner.

c) When Excerpts comprise twenty-five percent (25%) or less of the program time, the Writer(s) of the program which incorporates the Excerpts will receive one hundred percent (100%) of the Production Fee and Distribution Royalty.

d) When Excerpts comprise twenty-five percent (25%) or less of the program time, Writer(s) of the Excerpts shall receive at least $175 for each minute or portion thereof.

e) Credited Writers of Excerpts shall be listed under the credit "EXCERPTS WRITTEN BY...".

B117 Adapting Material Created in Any Language Other Than English

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

The Script Fee shall be allocated and paid as follows:

a) on signing of the contract	15%
b) on delivery of the First Draft Script	60%
c) on delivery of the Second Draft Script	25%

The Script Fee for an Adaptation of a Treatment or an Outline for

Television shall be allocated and paid as follows:

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

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

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

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

ARTICLE B2 – OPTIONAL BIBLES, SCRIPT/PROGRAM DEVELOPMENT

B201 For the purposes of Script or program development prior to the contracting of a Script, Story, Screen Story or Treatment, a Producer may contract any writer to write a Development Proposal, or Concept and/or Bible. However, if a Producer contracts a writer who is a Guild member to write a Bible, the Producer shall contract that writer under this Agreement. In such case, the Producer shall be permitted to contract Guild members and non-Guild members on the same project during development.

B202 In contracting for services under this Article, the Producer and the Writer may include in any contract between them, among other things, terms and conditions pertaining to the following matters:

i) the type of development format to be written;
ii) what the development format is to be based upon (e.g. whether based on an idea in written or oral form, created by whom, provided by whom);
iii) fees in respect of the writing services;
iv) copyright ownership by either party in, or the Producer's license to, the Development Proposal or Concept and/or Bible;
v) entitlement to "Created by" or other credit; and
vi) any ongoing obligations to the parties.

ARTICLE B3 – OPTIONS

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

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

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

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

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

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

i) The payment of the Option fee, for which the Producer is granted the exclusive right to acquire a license to produce the Script Material;
ii) The Option period, including renewals, which shall not exceed five (5) years;
iii) The fee for each year of the Option, which shall not be less than ten percent (10%) per year (five percent (5%) per year in the case of

Feature Films) of the fee payable on the exercise of the Option. This amount may be prorated;

iv) That the only fee(s) deductible from the fee payable on exercise of the Option are Option fees paid with respect to the first eighteen (18) months;

v) The stage of development of the Script Material being optioned and which will be acquired on the exercise of the Option (e.g. Treatment, First Draft Script, Second Draft Script, etc.); and

vi) That if the Option contract provides for assignment**,** the Producer shall give written notice to the Writer immediately upon such assignment.

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

SECTION C – ADDITIONAL CONDITIONS AND MINIMUM COMPENSATION BY PROGRAM TYPE

ARTICLE C1 – FEATURE FILM

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

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

Feature Film Script Fees		2015	2016	2017
C101	Script	54,327	54,870	55,419
C102	Original Treatment	24,418	24,662	24,909
C103	Treatment based on Script Material supplied	16,299	16,462	16,627
C104	Script from existing Treatment	35,264	35,617	35,973
C105	First Draft from existing Treatment	19,014	19,204	19,396
C106	Second Draft from existing First Draft	16,298	16,461	16,626
C107	Rewrite: a) by the original Writer	26,608	26,875	27,143
	b) by another Writer	35,264	35,617	35,973
C108	Written Narration other than by the Writer of a Script or Story and Script	18,990	19,180	19,372
C109	Polish	8,137	8,218	8,300
C110	Third Draft (Optional, when Writer has been contracted and paid for a Full Script under C101)	13,582	13,718	13,855

C111 A Feature Film Script may be contracted:

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

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

a)

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

OR

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

i)	on signing of the contact	10%
ii)	on delivery of the First Draft Script	55%
iii)	on delivery of the Second Draft Script	35%

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

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

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

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

Documentary Feature Film Script Fees

		2015	2016	2017
C115	Documentary Feature Film Script	26,426	26,690	26,957
C116	Documentary Feature Film Initial Proposal or Outline	7,929	8,008	8,088
C117	Documentary Feature Film Script based on Initial Proposal or Outline*	21,934	22,154	22,375
C118	Documentary Feature Film Rewrite	7,663	7,740	7,817
C119	Documentary Feature Film Polish	3,832	3,870	3,909
C120	Documentary Feature Film Written Narration	13,408	13,542	13,677

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

C121 A Documentary Feature Film Script may be contracted:

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

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

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

OR

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

C123 When the Producer contracts for a Documentary Feature Film Script based on a Documentary Feature Film Initial Proposal or Outline contracted under this Agreement, the Script Fee shall be paid as follows:

i)	on signing of the contract	10%
ii)	on delivery of the Documentary Treatment or Shooting Script	60%
iii)	on delivery of the Final Script	30%
	OR	
iii)	on delivery of the Documentary Rough Cut Narration Script	15%
AND	on delivery of the Documentary Final Narration Script	15%

C124 When the Producer contracts for a single element or component of a Documentary Feature Film Script, the Script Fee shall be allocated and paid as follows:

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

C125 When the Producer contracts for a Documentary Feature Film Narration without right of termination, the Script Fee shall be allocated and paid as follows:

i)	on signing of the contract	25%
ii)	on delivery of the Documentary Rough Cut Narration	50%
iii)	on delivery of the Documentary Final Narration	25%

ARTICLE C2 – OPTIONAL INCENTIVE PLAN FOR FEATURE FILMS

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

C201 For Feature Films, including Documentaries, with Budgets of under three million dollars ($3,000,000), a Writer may enter into a contract with a Producer that departs from the standard minimum compensation as set out in C1 and C10 in this Agreement provided the following conditions are met prior to contracting:

a) the Guild and the Writer are provided with a copy of development financing proposals for the project, including those filed with funding agencies, broadcasters, distributors and any other investors;

b) i) the Script Material is entirely original to the Writer; and

ii) the underlying rights on which the Script Material is based are controlled by the Writer; or

iii) the underlying rights on which the Script Material is based are controlled by the Producer with the consent of the Writer.

c) The Documentary Feature Film Script Fees outlined in Articles C115 to C120 shall not be used in conjunction with the terms of Article C202 a) and b).

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

i) forty per cent (40%) of the Script Fee in C101, allocated and paid as follows:

a)	on signing of the contract	20%
b)	on delivery of the Treatment	30%
c)	on delivery of the First Draft Script	25%
d)	on delivery of the Second Draft Script	25%

OR

ii) fifty per cent (50%) of the Script Fee in C101, allocated and paid as follows:

a)	on signing of the contract	10%
b)	on delivery of the Treatment	15%
c)	on delivery of the First Draft Script	40%
d)	on delivery of the Second Draft Script	35%

b) on the first day of principal photography, the Writer shall be paid the entire Production Fee minus that portion of the Script Fee already paid;

c) In the case of Feature Films with budgets between $1,600,000 and $2,000,000, the Writer shall receive the Script Fee under Article C101 and no Production Fee or no less than the compensation paid to the director.

d) No additional Writer(s) may be engaged to work on the Script without the written agreement of the Writer, and where the Writer does agree that an additional Writer or Writers may be engaged, such Writers shall be contracted under terms no more favourable than the first writer. The Writer of a Rewrite contracted under this Article may agree to work for a fee of no less than fifty per cent (50%) of the Script Fee in C107, allocated and paid as follows:

i)	on signing of the contract	50%
ii)	on delivery of the Rewrite	50%

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

e) the original contracting Producer may not transfer the license granted to the Script Material without the written consent of the Writer;

f) In the event the first day of principal photography does not occur within seven (7) years of the date of signing of the contract, all rights in the Script shall revert to the Writer.

g) If the director of the program receives aggregate fees (including, but not limited to initial compensation, royalties and/or a share of gross or net revenues or profits) greater than the combined Script Fee and Production Fee paid to the Writer, then the Writer's compensation shall be increased accordingly on a "favoured nations" basis with the aggregate compensation of the director.

h) all other provisions of the Agreement shall apply.

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

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

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

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

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

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

iv) The director must be deferring all or part of their fees on the production;

v) All or part of the Script Fee and Production Fee may be deferred, but five thousand dollars ($5,000) is payable against deferrals on the first day of principal photography;

vi) The remaining deferred compensation shall be paid on a schedule to be agreed between the Writer and Producer, but on terms no less favourable than the payment of deferred compensation to the Producer and director;

vii) The producer, Writer and director must be Canadian and resident in Canada and the project must qualify as a seven out of ten production for Canadian content with the Canadian Audio Visual Certification Office (CAVCO);

viii) No additional writer may be engaged to Rewrite without the written permission of the first Writer;

ix) the Guild and the Writer shall be provided with a copy of development financing proposals for the project, including those filed with funding agencies, broadcasters, distributors and any other investors;

x) The Producer shall provide the Writer and the Guild with confirmation of the Certified Budget or a notarized full copy of the total Non-Certified Budget (in the case of productions with no completion guarantor or government agency involvement) no later than the first day of principal photography;

xi) Within sixty (60) days from delivery of the release print or broadcast-ready tape (which date shall be confirmed by the Producer in writing), the Producer shall file a detailed report of the actual expenditures for the production to the Guild as well as any other relevant materials the Guild may require to show the cost of production;

xii) Where an audit of the production has been performed, a copy of the audited statement of production costs shall be delivered in the same timeline and manner as set out in Article C1003 (ii);

xiii) The Guild has the right to contact other industry partners or funders of the project to corroborate details of the production;

xiv) In the event that principal photography has not commenced within three (3) years of signing the contract, all rights in the contracted Script Material shall revert to the Writer;

xv) The production must have a tail credit with the WGC and relevant Association's logos and a credit "Made with the support of the Writers Guild of Canada and the CMPA (or the AQPM, as the case

may be)", with electronic artwork to be provided by the Guild and the relevant Association;

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

xvii) All terms of the IPA apply except as expressly modified by this Article.

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

a) Upon the agreement of the Producer and the Writer, and on a case-by-case basis, the Script Fee may be discounted during development by an agreed-upon percentage, but in no event more than forty per cent (40%) of the Script Fee (i.e. the Writer shall receive no less than sixty per cent (60%) of the Script Fee); and

b) When the production has been scheduled ("greenlit") for production, the Producer shall notify the Writer and the Guild and the Writer shall receive the balance of the Script Fee, and upon the first day of principal photography, the Writer shall receive an additional payment equal to the balance of the Script Fee in addition to the Production Fee. For clarity, the entire Script Fee shall be applicable against the Production Fee; however, no portion of the additional payment shall be applicable against the Production Fee.

C206 New Writer

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

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

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

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

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

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

		2015	2016	2017
Script Fees				
C301	Script i) not based on a Story or Screen Story contracted under this Agreement; or: ii) based on a Story or Screen Story contracted under this Agreement which is provided by the Producer to the Writer at the time of contracting and from which the Writer is required to provide an Outline.	40,960	41,369	41,783
C302	Script i) based on a Story or Screen Story contracted under this Agreement which is provided by the Producer to the Writer at the time of contracting and from which the Writer proceeds directly to First Draft Script without preparing an Outline; or ii) Based on an Outline after termination pursuant to B107 (subject to B111)	32,767	33,095	33,426

C303	Story or Screen Story	8,193	8,275	8,358
C304	Rewrite	14,336	14,479	14,624
C305	Polish	7,374	7,448	7,522
C306	Third Draft (Optional, when Writer has been contracted and paid for a Full Script under C301)	9,603	9,699	9,796

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

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

C307 Mini-Series Script

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

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

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

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

a) not based on a Story or Screen Story contracted under this Agreement; or

b) based on a Story or Screen Story contracted under this Agreement which is provided by the Producer to the Writer at the time of contracting and from which the Writer is required to provide an Outline,

the Script Fee shall be paid as follows:

i)	on signing of the contract	10%
ii)	on delivery of the Outline	25%
iii)	on delivery of the First Draft Script	40%
iv)	on delivery of the Second Draft Script	25%

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

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

b) based on an Outline after termination the Script Fee shall be allocated and paid as follows:

i)	on signing of the contract	15%
ii)	on delivery of the First Draft Script	60%
iii)	on delivery of the Second Draft Script	25%

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

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

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

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

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

C401 Pilot Script

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

C402 Television Scripts:

i) not based on a Story or Screen Story contracted under this Agreement; or

ii) based on a Story or Screen Story contracted under this Agreement which is provided by the Producer to the Writer at the time of contracting and from which the Writer is required to provide an Outline:

	2015	2016	2017
15 minutes or less	4,022	4,062	4,103
30 minutes or less	8,046	8,126	8,207
60 minutes or less	16,090	16,251	16,414
90 minutes or less	24,134	24,375	24,619

C403 Television Scripts:

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

ii) based on an Outline after termination pursuant to B107 (subject to B108 or B111):

	2015	2016	2017
15 minutes or less	3,352	3,386	3,420
30 minutes or less	6,703	6,770	6,838
60 minutes or less	13,409	13,543	13,678
90 minutes or less	20,113	20,314	20,517

C404 Story or Screen Story

	2015	2016	2017
15 minutes or less	670	676	683
30 minutes or less	1,340	1,354	1,367
60 minutes or less	2,683	2,709	2,736
90 minutes or less	4,021	4,061	4,102

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

C405 Rewrite

	2015	2016	2017
15 minutes or less	1,173	1,184	1,196
30 minutes or less	2,346	2,370	2,393
60 minutes or less	4,693	4,740	4,788
90 minutes or less	7,039	7,109	7,180

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

C406 Additional Polish:

	2015	2016	2017
15 minutes or less	587	593	599
30 minutes or less	1,173	1,184	1,196
60 minutes or less	2,346	2,370	2,393
90 minutes or less	3,521	3,556	3,592

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

	2015	2016	2017
15 minutes or less	1,676	1,692	1,709
30 minutes or less	3,352	3,386	3,420
60 minutes or less	6,703	6,770	6,838
90 minutes or less	10,057	10,157	10,259
120 minutes or less	13,408	13,542	13,677
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

C408 A Television Script may be contracted:

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

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

a) not based on a Story or Screen Story contracted under this Agreement; or

b) based on a Story or Screen Story contracted under this Agreement which is provided by the Producer to the Writer at the time of contracting and from which the Writer is required to provide an Outline,

the Script Fee shall be paid as follows:

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

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

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

or

b) based on an Outline after termination, the Script Fee shall be allocated and paid as follows:

i)	on signing of the contract	20%
ii)	on delivery of the First Draft Script	60%
iii)	on delivery of the Second Draft Script	20%

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

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

C412 Group Writers

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

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

ii) The aggregate compensation paid to the Group during the Term shall be no less than the total minimum required Script Fees for the guaranteed Television Scripts.

iii) Prior to the commencement of the Term, the Group and Producer shall decide on how many episodes each Writer shall receive credit, which decision shall be confirmed in writing by each Writer. The allocation of credits shall be such that each Writer in the Group shall receive an equal share of the aggregate Production Fees paid for the total number of guaranteed episodes. Article A912 shall not apply to Television Scripts written by a Group.

iv) Notwithstanding Article A1109 (a), the Production Fee for each episode shall be divided equally among all credited writers of that episode.

v) Notwithstanding C412 (iii), in the case of termination, the terminated Writer's weekly compensation and credit (and therefore that Writer's share of the aggregate Production Fees) shall be pro rated according to the number of weeks worked. The terminated Writer may be replaced by the Producer with another Writer.

vi) There will be no credit arbitration for Scripts written by Group Writers.

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

ARTICLE C5 – TELEVISION DOCUMENTARY

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

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

C501 Documentary:

	2015	2016	2017
15 minutes or less	3,303	3,336	3,369
30 minutes or less	6,606	6,672	6,739
60 minutes or less	13,213	13,345	13,478
90 minutes or less	19,819	20,017	20,218
120 minutes or less	26,426	26,690	26,957
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

C502 Documentary Initial Proposal or Outline:

	2015	2016	2017
15 minutes or less	991	1,001	1,011
30 minutes or less	1,983	2,002	2,022
60 minutes or less	3,964	4,004	4,044
90 minutes or less	5,947	6,006	6,066
120 minutes or less	7,929	8,008	8,088
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

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

	2015	2016	2017
15 minutes or less	2,742	2,770	2,797
30 minutes or less	5,483	5,538	5,594
60 minutes or less	10,967	11,076	11,187
90 minutes or less	16,450	16,614	16,781

120 minutes or less	21,934	22,154	22,375
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

C504 Documentary Rewrite:

	2015	2016	2017
15 minutes or less	957	967	977
30 minutes or less	1,916	1,935	1,954
60 minutes or less	3,832	3,870	3,909
90 minutes or less	5,748	5,805	5,863
120 minutes or less	7,664	7,741	7,818
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

C505 Documentary Polish:

	2015	2016	2017
15 minutes or less	479	484	488
30 minutes or less	957	967	977
60 minutes or less	1,916	1,935	1,954
90 minutes or less	2,873	2,902	2,931
120 minutes or less	3,832	3,870	3,909
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

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

	2015	2016	2017
15 minutes or less	1,676	1,692	1,709
30 minutes or less	3,352	3,386	3,420
60 minutes or less	6,703	6,770	6,838
90 minutes or less	10,057	10,157	10,259
120 minutes or less	13,408	13,542	13,677
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

C507 A Television Documentary Script may be contracted:

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

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

i)	on signing of the contract	10%
ii)	on delivery of the Documentary Initial Proposal or Outline	20%
iii)	on delivery of the Documentary Treatment or Shooting Script	40%
iv)	on delivery of the Final Script	30%
	OR	
iv)	on delivery of the Documentary Rough Cut Narration Script	15%
	AND on delivery of the Documentary Final Narration Script	15%

C509 When the Producer contracts for a Documentary Script based on a Documentary Initial Proposal or Outline contracted under this Agreement, whether or not it forms part of a Series, the Script Fee shall be paid as follows:

i)	on signing of the contract	10%
ii)	on delivery of the Documentary Treatment or Shooting Script	60%
iii)	on delivery of the Final Script	30%
	OR	
iii)	on delivery of the Documentary Rough Cut Narration Script	15%
AND	on delivery of the Documentary Final Narration Script	15%

C510 When the Producer contracts for a Documentary Script that does not form part of a Series, the Script Fee shall be paid as follows:

i)	on signing of the contract	10%
ii)	on delivery of the Documentary Initial Proposal or Outline	20%
iii)	on delivery of the Documentary Treatment or Shooting Script	40%
iv)	on delivery of the Final Script	30%
	OR	
iv)	on delivery of the Documentary Rough Cut Narration Script	15%
AND	on delivery of the Documentary Final Narration Script	15%

C511 When the Producer contracts for a single element or component of a Television Script, the Script Fee shall be allocated and paid as follows:

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

C512 When the Producer contracts for Narration without right of termination, the Script Fee shall be allocated and paid as follows:

i)	on signing of the contract	25%
ii)	on delivery of the Documentary Rough Cut Narration	50%
iii)	on delivery of the Documentary Final Narration	25%

C513 Option for Television Documentary under $250,000

The Script Fee set out in Article C5 and the Production Fee set out in Article C10 do not apply to writing services provided for a Television Documentary if:

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

b) the Producer retains the services of the Writer for a complete Script (with or without right of termination), which may or may not be based on a Documentary Initial Proposal or Outline provided by the Producer to the Writer.

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

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

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

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

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

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

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

OR

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

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

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

C515 Narration Scripts for Documentaries

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

i) The amount of the Production Fee, which shall be due at the time of recording of the Narration, shall be fifty percent (50%) of the Production Fee as calculated in accordance with the appropriate formula in C10.
ii) A Rewrite for a Narration Script shall be negotiated and such payment

shall in no case be less than fifty percent (50%) of the fee provided in C504.

iii) The amount of the Distribution Royalty shall, in the case of Narration Scripts only, be fifty percent (50%) of the Distribution Royalty calculated according to the formula contained in C11.

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

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

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

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

C601 Type 1 Variety – Show Writers

	2015	2016	2017
15 minutes or less	2,018	2,038	2,059
30 minutes or less	4,037	4,077	4,118
60 minutes or less	8,073	8,154	8,235
90 minutes or less	12,110	12,231	12,353
120 minutes or less	16,146	16,307	16,470
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

C602 Type 2 Variety – Show Writers

	2015	2016	2017
15 minutes or less	1,620	1,636	1,653
30 minutes or less	3,233	3,265	3,298
60 minutes or less	6,466	6,531	6,596
90 minutes or less	9,700	9,797	9,895
120 minutes or less	12,933	13,062	13,193
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

C603 Type 3 Variety – Show Writers

	2015	2016	2017
15 minutes or less	1,222	1,234	1,247
30 minutes or less	2,445	2,470	2,494
60 minutes or less	4,888	4,937	4,987
90 minutes or less	7,334	7,407	7,481
120 minutes or less	9,776	9,874	9,972
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

C604 Contributing Writers

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

	2015	2016	2017
3 minutes or less	406	410	414
Each additional minute	139	141	142

C605 More Than One Writer – Variety

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

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

C606 Panel, Game, Quiz Shows

	2015	2016	2017
15 minutes or less	1,062	1,072	1,083
30 minutes or less	2,123	2,144	2,166
60 minutes or less	4,246	4,289	4,331
90 minutes or less	6,369	6,433	6,497
120 minutes or less	8,492	8,577	8,663
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

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

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

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

a) not based on Script Material contracted under this Agreement; or

b) based on Script Material contracted under this Agreement which is provided by the Producer to the Writer at the time of contracting and from which the Writer is required to provide an Outline,

the Script Fee shall be paid as follows:

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

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

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

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

ARTICLE C7 – TELEVISION MAGAZINE SHOWS

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

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

(the following rates do not include research)

C701 Program Writer (Based on Broadcast length of Program

	Budget $60,000 to $70,000 2015	Budget $60,000 to $70,000 2016	Budget $60,000 to $70,000 2017
15 minutes or less	1,295	1,308	1,321
30 minutes or less	2,590	2,616	2,642
60 minutes or less	5,179	5,231	5,283
90 minutes or less	7,768	7,846	7,924
120 minutes or less	10,359	10,462	10,567
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

	Budget $70,000 to $100,000 2015	Budget $70,000 to $100,000 2016	Budget $70,000 to $100,000 2017
15 minutes or less	1,519	1,534	1,550
30 minutes or less	3,031	3,061	3,092
60 minutes or less	6,053	6,113	6,175
90 minutes or less	9,083	9,174	9,266
120 minutes or less	12,121	12,242	12,365
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

	Budget Over $100,000 2015	Budget Over $100,000 2016	Budget Over $100,000 2017
15 minutes or less	1,671	1,687	1,704
30 minutes or less	3,353	3,387	3,421
60 minutes or less	6,699	6,766	6,834
90 minutes or less	10,043	10,144	10,245
120 minutes or less	13,414	13,548	13,683
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

C702 Program Writer
Weekly rate for a maximum of five (5) thirty-minute programs per week

2015	2016	2017
3,743	3,780	3,818

C703 Contributing Writer
For each item:

	Budget $60,000 to $70,000 2015	Budget $60,000 to $70,000 2016	Budget $60,000 to $70,000 2017
3 minutes or less	388	392	396
Each additional minute	144	146	147

	Budget $70,000 to $100,000 2015	Budget $70,000 to $100,000 2016	Budget $70,000 to $100,000 2017	Budget Over $100,000 2015	Budget Over $100,000 2016	Budget Over $100,000 2017
3 minutes or less	462	466	471	604	610	616
Each additional minute	158	159	161	180	182	183

C704 Continuity Writer

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

	2015	2016	2017
$60,000-$70,000	1,122	1,133	1,145
$70,000-$100,000	1,173	1,184	1,196
over $100,000	1,284	1,297	1,310

C705 A Television Magazine Script may be contracted:

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

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

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

the Script Fee shall be paid as follows:

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

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

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

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

If the Budget is:	The Production Fee payable is the following percentage of the Production Fee as calculated in Article C1005
$60,000 to $70,000	43%
$70,000 to $100,000	47%
Over $100,000	50%

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

ARTICLE C8 – TELEVISION DAILY DRAMATIC SERIALS

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

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

C801 Daily Dramatic Serials
For each weekly unit of five (5) thirty (30) minute or less programs:

a) Aggregate minimum Script Fees:

	2015	2016	2017
i) one run in Canada	6,702	6,769	6,837
ii) one run in Canada and the United States	13,399	13,533	13,668

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

	2015	2016	2017
i) one run in Canada	664	670	677
ii) one run in Canada and the United States	1,326	1,339	1,353

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

c) Aggregate minimum Script Fees:

	2015	2016	2017
i) one run in Canada	13,399	13,533	13,668
ii) one run in Canada and the United States	26,649	26,915	27,184

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

	2015	2016	2017
i) one run in Canada	1,368	1,381	1,395
ii) one run in Canada and the United States	2,736	2,763	2,791

e) If the Producer does not contract for a combined run in Canada and the United States at the time of the original contract, he may acquire a license to run the programs in the United States on payment of a step up fee to each of the Writers concerned of not less than the difference between Article C801 (b) (ii) and Article C801 (b) (i) or the difference between Article C801 (d) (ii) and Article C801 (d) (i) as the case may be; or sixty percent (60%) of the Writer's original Script Fee, whichever is the greater.

f) In addition to the fees paid pursuant to C802 (iv) and C801(a) to (d), the Producer may acquire the right to distribute the programs for either one year of unlimited use or one airing over five years, worldwide (but excluding the US if the Producer has not licensed a run in the US pursuant to C801 (b) (ii) or Article C801 (d) (ii), on payment to the Writer(s) and Head Writer of a further payment of thirty-five percent (35%) of the contracted Script Fees and Head Writer's fee.

g) Any further use shall be acquired upon payment to the Writer of the Distribution Royalty as calculated in Article C11.

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

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

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

ii) The Producer shall give the Writer at least four (4) weeks written advance notice of cancellation of his/her cycle and failing such written notice the Writer's contract shall be deemed renewed for the next cycle. A contract which by its own terms expires at the end of the cycle does not require any notice. The Writer's contract may be canceled within any cycle on not less than two (2) weeks written notice provided the program goes off the air.

iii) Writers on Daily Dramatic Serials shall be in one of two categories: a) Head Writer; b) other Writers.

iv) A Head Writer shall receive not less than the aggregate minimum Script Fees reduced by the per Script minimum Script Fee payable to other Writers at the rates provided in Article C801, which in no event shall be less than five times the minimum Script Fee.

v) No Writer (other than a Head Writer) shall be hired for less than an average of one (1) Television Script per week for the term of his or her contract.

vi) For the purposes of payment there shall be no differentiation between the writing of Stories and Television Scripts with respect to Daily Dramatic Serials.

ARTICLE C9 – TELEVISION CONTINUITY

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

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

C901 Continuity – Script Fees

	2015	2016	2017
Minimum two (2) minutes Script	315	318	321
Each additional minute of Script	42	43	43

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

C902 Distribution Rights – Continuity

The payment of at least the minimum compensation under C901 shall

entitle the Producer to one run on conventional (Free) Television in Canada and the right to acquire further use as provided in this Agreement.

C903 Residuals to Continuity Writer(s)

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

1) Domestic Re-Runs – Each repeat broadcast in Canada on conventional (Free) Television – fifty percent (50%) of the original Script Fee

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

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

Guild regarding access and checking of records concerning re-runs and foreign sales.

or

iv) Upon acceptance of the Second Draft Script, payment to the Writer of thirty-five percent (35%) of the Script Fee, being payment for use in a country other than Canada and the United States during the period of fifteen (15) years from the date of final payment for the Script was due.

3) Residuals to Continuity Writer(s) for Pay Television, Cable Television, Cassettes, Videodiscs and any other form of compact device, domestic and foreign use:
   i) on the first such sale – fifteen percent (15%) of the original Script Fee;
   ii) when the program has grossed over $15,000 – an additional ten percent (10%) of the original Script Fee;
   iii) when the program has grossed over $22,500 – an additional ten percent (10%) of the original Script Fee;

   iv) when the program has grossed over $30,000 – an additional ten percent (10%) of the original Script Fee; and
   v) for each additional increase of $10,000 in the program's gross – an additional ten percent (10%) of the original Script Fee.

ARTICLE C10 – PRODUCTION FEE

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

C1001 The Producer shall provide to the Guild in writing the following information, when known:
   i) when Production has been scheduled ("greenlit") for production, and the date of commencement of principal photography as soon as such date is set;
   ii) Production dates and location;
   iii) Season, episode name, episode number and ISAN number (if available);
   iv) when the title of the Production has changed; and

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

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

i) the Notice of Intended Writing Credits in the form of Appendix F; and

ii) a letter from the completion guarantor or government agency in the form of Appendix K, or government documentation such as the CAVCO Part A, provincial advance ruling certificate or, in the case of an Official Treaty Co-Production, Telefilm Canada advance ruling, confirming the total Certified Budget; or, if this is unavailable, a copy of the Certified Budget's top sheet showing the total budget, in which case a letter from the completion guarantor or government agency, or government documentation as set forth above, must be filed before production is complete; or

iii) a full copy of the total Non-Certified Budget (in the case of productions with no completion guarantor or government agency involvement).

C1003 Productions With Non-Certified Budgets

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

C1004 Productions With More Than One Version in Length

In the case of a program having more than one version (in length) for which no new writing or shooting is required, it is understood that there is only one Production Fee payable, which shall be calculated on the total Budget including expenses incurred for the editing of all versions. If additional versions are made subsequent to the payment of the Production Fee, the costs for all additional version(s) shall be added to the Budget and such revised Budget shall become the Budget for the program and filed with the Guild as per Article C1002. The Producer shall pay any additional

sums due to the Writer(s) calculated in accordance with Article C10 (Production Fee).

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

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

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

C1005 Production Fee

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

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

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

$10,000,000 - $13,000,000	($231,825 plus 2% of the Budget in excess of $10,000,000) x 103%

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

Following is a table setting out examples of these payments:

PRODUCTION FEE

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

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

$7,000,000	($55,825 plus 2.2% of $5,000,000) x 103%	$170,799.75
$7,500,000	($55,825 plus 2.2% of $5,500,000) x 103%	$182,129.75
$8,000,000	($55,825 plus 2.2% of $6,000,000) x 103%	$193,459.75
$8,500,000	($55,825 plus 2.2% of $6,500,000) x 103%	$204,789.75
$9,000,000	($55,825 plus 2.2% of $7,000,000) x 103%	$216,119.75
$9,500,000	($55,825 plus 2.2% of $7,500,000) x 103%	$227,449.75
$10,000,000	($55,825 plus 2.2% of $8,000,000) x 103%	$238,779.75
$10,500,000	($231,825 plus 2% of $500,000) x 103%	$249,079.75
$11,000,000	($231,825 plus 2% of $1,000,000) x 103%	$259,379.75
$11,500,000	($231,825 plus 2% of $1,500,000) x 103%	$269,679.75
$12,000,000	($231,825 plus 2% of $2,000,000) x 103%	$279,979.75
$12,500,000	($231,825 plus 2% of $2,500,000) x 103%	$290,279.75
$13,000,000	($231,825 plus 2% of $3,000,000) x 103%	$300,579.75
If the Budget is over $13,000,000 the Production Fee is negotiable, but shall not be less than $300,580.		

C1006 In the case of a Series, the Budget for an episode shall be the Budget for that episode, or the total Budget for the Series, including amortized items, divided by the number of episodes in the Series. The option chosen by the Producer shall apply to the entire Series.

C1007 If the Budget is expressed in a foreign currency, then the Production Fee shall be calculated at a conversion rate no less favourable to the Writer than the conversion rate set by the Producer's bank within three (3) business days prior to the start of principal photography.

C1008 Script Fees paid to a credited Writer contracted under this Agreement may be deducted from his/her share of the Production Fee to a maximum of the Writer's share of the Production Fee but no other deductions of any kind may be made.

C1009 In the event of a dispute as to the credits, the Producer shall on the first day of principal photography pay the maximum amount of the Production Fee (i.e. the maximum amount payable to any and all Writer(s) based on any potential credit arbitration decision) due the Writer(s) to the Guild to be held in trust for such Writer(s) until a credit arbitration has been concluded.

C1010 If there are credited Writers contracted under other guild agreements and not under this Agreement, the Writer(s) contracted under this Agreement shall be paid a share of the Production Fee and Distribution Royalty calculated as if all Writers were contracted under this Agreement, provided that the other guild agreement has been negotiated by a member of the International Affiliation of Writers Guilds ("IAWG"). Where the other credited Writer(s) engaged are not contracted under an IAWG Guild, then the credited Writer(s) contracted under this Agreement shall receive the following share of the Production Fee and Distribution Royalty:

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

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

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

ARTICLE C11 – DISTRIBUTION ROYALTY

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

C1102 Distribution Royalty payments shall be made at least annually.

C1103 Distributors' Gross Revenue shall mean all monies derived by the Producer, the Head Distributor and/or sub-distributors, as provided below, in any manner whatsoever from the distribution of the production, including through the sale, license or other like means of distribution of the production and shall be calculated before or simultaneously with any other

gross participants from first dollar, without deductions of expenses of any kind. For greater certainty:

a) Monies derived though the exploitation of ancillary, allied and underlying rights and like rights, such as merchandising, novelization and sequel rights, shall not be included in Distributors' Gross Revenue.

b) Distributors' Gross Revenue shall also mean all monies received by those Distributors with which the Producer has entered into a distribution agreement (the "Head Distributor") in respect of the production.

   The Distributors' Gross Revenue shall also include all monies received by sub-distributors which:
   i) are Related Persons to, or which do not have an arm's length relationship with, the Producer or the Head Distributor, or,
   ii) have an obligation to report and remit Revenue directly to the Producer or Head Distributor.

c) Sale revenues (including pre-sale revenues, i.e. sales made prior to production) shall be included in Distributors' Gross Revenue. A sale means the grant, to an end user, of a licence or rights to utilize a Production, for consideration. Distribution Advances, i.e. advances received by a Producer from a Distributor, shall not be included in Distributors' Gross Revenue for the purpose of triggering the payment of Distribution Royalties to Writers; however, a Distributor shall not be entitled to deduct the amount of the Distribution Advance from the Distributors' Gross Revenue for the purpose of calculating the Distribution Royalty. Monies received by Distributors pursuant to Article C1103b) above shall be considered Distributors' Gross Revenue whether or not the Distributor has recouped its Distribution Advance.

d) Notwithstanding the foregoing, Distributors' Gross Revenue derived from the sale or rental of Compact Devices (excluding any secondary use) shall be deemed to be equal to twenty percent (20%) of the wholesale selling price of such Compact Devices, provided that in the event that the wholesale selling price is at or less than the typical sell-through price to wholesalers (currently $30 per unit), the deemed Distributors' Gross Revenue shall be ten percent (10%).

e) Packaging. It is acknowledged by the parties that distributors may seek to diversify their risks by packaging more successful and less successful productions. Where productions are packaged together for the purposes of distribution, the parties shall allocate the revenue attributable to each individual production, subject to the right of the Guild to refer any difference to Arbitration under Article A5.

f) Official Treaty Co-Productions
   i) While Distributors' Gross Revenue includes revenue from all sources on a world wide basis, in respect of Official Treaty Co-productions certified by Telefilm Canada or by any successor organization, the Distributors' Gross Revenue shall be:

      a) all those revenues derived from the distribution of the Official Treaty Co-production in those territories to which the Canadian co-producer is exclusively entitled to distribution revenues and has no obligation to report or remit revenues to the foreign co-producer;
      b) a proportion of those revenues derived from the distribution of the Official Treaty Co-production in those territories in which the Canadian co-producer is entitled to distribution revenues on some shared basis with its foreign co-producer, which proportion shall be equal to that proportion of revenues agreed by the co-producers to be paid to the Canadian co-producer from such territories (the Canadian Share). The Canadian Share shall be no less than the percentage of the total amount of the production budget financing derived, directly or indirectly, from any Canadian source(s).

   ii) Prior to production, the Producer shall disclose the production's status or intended status as an Official Treaty Co-production to the Guild and will provide the following information to the Guild:

      a) the name and legal status of the co-producers;
      b) the details of the agreement between or among the co-producers in respect of the manner in which the revenues from the Official Treaty Co-production will be divided between (or among) them, including details of territories to which either co-producer is exclusively entitled to distribution revenues and has no obligation

to report or remit revenues to the other, and any material amendments to the agreement in such respect; and

c) evidence, satisfactory to the Guild that the Production has been approved by Telefilm Canada and the competent foreign authorities as an Official Treaty Co-Production.

g) If the Associations negotiate a definition of Distributors' Gross Revenue (or the equivalent) which in some or all aspects is superior to the definition in this Article, with any other trade union or association that bargains collectively on behalf of its members, the definition hereunder shall be amended to reflect the improvement.

ARTICLE C12 – TRAVEL EXPENSES, PAID TRAVEL TIME, AND RISK INSURANCE

C1201 When the Producer requires a Writer, Story Editor or Story Consultant to travel more than forty (40) kilometers from the Writer's, Story Editor's or Story Consultant's home, then if transportation, accommodation and meals are not provided by the Producer, the Writer, Story Editor or Story Consultant shall be paid:

i) Actual transportation expenses on scheduled carriers covering economy air or first class rail fare.

ii) An allowance of thirty cents (30¢) per kilometer if the Writer, Story Editor or Story Consultant is required to use his/her automobile. Where a Writer, Story Editor or Story Consultant rents or leases an automobile at the direction of the Producer, the Producer shall pay all costs of renting or leasing.

iii) All taxis, limousines or other transportation costs which the Writer, Story Editor or Story Consultant is required to pay.

iv) A per diem rate of one hundred and ninety-five dollars ($195.00) to cover all expenses when staying in a hotel, motel or similar accommodation in Canada. However, if certain meals or living accommodation are provided at the expense of the Producer, the per diem rate shall be reduced in the following manner:

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

v) If a Writer, Story Editor or Story Consultant is required to travel outside of Canada, the Producer shall pay all actual expenses incurred provided that they are supported by receipts where receipts are obtainable.

vi) All amounts payable to the Writer, Story Editor or Story Consultant under this Article shall be reimbursed by the Producer within (30) days of the Writer, Story Editor or Story Consultant submitting an invoice, with receipts (where applicable) to the Producer.

C1202 A Writer, Story Editor or Story Consultant shall be entitled to reasonable expenses to cover the cost of insurance when required by the Producer to undertake work in a high risk location up to a maximum coverage of five hundred thousand dollars ($500,000.00) applicable to the number of days spanning the engagement.

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

ARTICLE D1 – CONDITIONS GOVERNING ENGAGEMENT

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

D101 A Script for Other Production may be contracted, written and paid for either

i) as a whole, or
ii) in separate stages as provided below.

D102 When the Producer contracts for a complete Script by stages, the Script Fee shall be allocated to each stage and paid as follows:

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

D103 The Producer shall notify the Writer within twenty-eight (28) days of delivery of an Outline or First Draft Script whether or not it wants the Writer to proceed to the next stage. The Producer may extend the period during which such notice is to be given for up to six (6) months on written notice to the Writer. Should the Producer not notify the Writer in writing of its decision regarding an Outline or First Draft Script or not exercise the right of extension within twenty-eight (28) calendar days, the Producer shall be deemed to have accepted the Outline or First Draft Script and the Writer shall proceed to the next stage.

D104 The Producer may terminate the process at the end of any stage outlined in D102.

D105 If a Script based on an Outline, First Draft Script or Second Draft Script is subsequently commissioned from another Writer, the original Writer of the Outline, First Draft Script or Second Draft Script shall receive payment which shall be subject to negotiation between the Producer and the original Writer, and a contact shall be executed between them prior to the commissioning of the writing of such Script by another Writer.

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

ARTICLE D2 – MINIMUM COMPENSATION

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

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

Script Fees	2015	2016	2017
15 minutes or less	1,880	1,898	1,917
30 minutes or less	3,756	3,794	3,832
60 minutes or less	7,513	7,589	7,664
90 minutes or less	11,063	11,173	11,285
120 minutes or less	15,001	15,151	15,302
Over 120 minutes	calculated on the length of the program and based on the 30 minute rate		

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

ARTICLE D3 – DISTRIBUTION AND USE RIGHTS

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

i) make a production based on the Script; and

ii) the right to distribute the Production subject only to the payment of the appropriate Residuals as set out in Article D302.

D302

Territory	Term	Minimum Percentage
a) Non-Theatrical (see Article A235) – World	Copyright of film	0%
b) Theatrical – World	Copyright of film a) if contracted and paid at the time of the execution of the Writer's original contract	25%
	b) if contracted after the execution of the Writer's original contract	50%
c) TV Broadcast "Free" or "pay" (but not including Educational TV Broadcast)		
Canada	One run in each market	20%
Montreal, Toronto, Vancouver, Winnipeg	One run in each market	10%
All other Canadian markets	One run in each market	5%
United States	One run in each market	40%
Single US markets	One run in each market	10%
All other Countries	One run in each market – each country	10%
Canada	15 years from date that payment for Second Draft Script was due but must be contracted and paid at the time of the execution of the Writer's original contract	50%

World other than Canada	15 years from date that payment for Second Draft Script was due but must be contracted and paid at the time of the execution of the Writer's original contract	75%

d) All TV Broadcast Uses (but not including Educational TV Broadcast)

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

e) Educational TV

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

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

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

g) All Educational

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

h) All of the Above

World	15 years from date that payment for Second Draft Script was due but must be contracted and paid at the time of the execution of the Writer's original contract	150%

D303 If credits are given to Writer(s) in Other Productions, the Writer(s) credits shall be no less in duration and size than the Producer's credit.

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

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

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

ARTICLE E1 – RECOGNITION, APPLICATION AND TERMS

E101 Application

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

E102 Voluntary Recognition Agreement

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

ARTICLE E2 – DEFINITIONS

The following definitions apply to Section E only.

E201 Additional Use means:

i) Distribution in cinemas or theatrical venues where admission is charged;

ii) Broadcast Use – The distribution of Script Material written under this

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

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

E202 Ancillary Materials means handbooks, manuals, study guides, or any prepared material in any form, for use only in conjunction with a program or programs.

E203 Client means the party who commissions a production.

E204 Concept means a brief written submission that describes an idea which has not been sufficiently developed to exact a financial commitment.

E205 Contract Fee means the fee as specified in a contract executed between the Producer and the Writer.

E206 Corporate Production means a production not intended initially for television or theatrical distribution and includes sponsored, corporate, industrial and multi-media production. Corporate Production includes programs containing visual, audio, graphic and text based information using film, videotape, audio tape, animation, graphics, photographs, print, interactive video disk, CD-ROM, slide tape, computers, chips and any other existing or new technologies.

E207 Draft Script means a complete draft of any Script in a mutually-agreed form.

E208 Gross Fee means the negotiated fee paid by the Producer to the Writer for services and time, including any payments for additional use, but exclusive of expenses paid to the Writer by the Producer**,** such as per diem allowances or travel expenses as agreed upon.

E209 Outline means material submitted in a mutually-agreed form embodying an idea or ideas with suggestions for development into a Script.

E210 Polish means minor improvement of script details within the basic structure as written and shall not include changes in the basic structure. Changes not to exceed 5% of total Script.

E211 Program means a produced entity either live or recorded by any means whatsoever.

E212 Proposal means any material prepared for the Producer or Client during the tendering process, prior to the selection of a Producer.

E213 Rewrite means writing that significantly changes the Script.

E214 Script means written material in a format suitable for use in the production of a Program.

ARTICLE E3 – GENERAL CONDITIONS

E301 Payment

Payment to the Writer shall become due and payable within fifteen (15) calendar days from the receipt of materials as scheduled in the Writer's contract. The Producer and the Writer may negotiate to defer payment at individual stages; however, upon delivery of the Final Draft, the full amount will become due within thirty (30) days. All terms of payment shall be clearly stated in the Writer's contract, and each and every payment shall be made pursuant to this Agreement. Failure to make payment after forty-five (45) days shall result in interest in the amount of 2% per month to be paid to the Writer on any overdue amounts.

E302 On-Site Risk Insurance

The Producers will provide appropriate insurance coverage for the Writer in accordance with Article C12.

E303 Expenses

Any reasonable expenses incurred by the Writer with the prior approval of the Producer, shall be reimbursed in accordance with Article C12, and supported with receipts, where applicable.

E304 Grievance Procedure

Should a dispute which cannot be settled by the parties arise concerning any of the terms and conditions of this Agreement, and documentation relating thereto, Article A5 shall apply.

E305 Warranty and Indemnities

Every contract between a Writer and Producer shall be deemed to include the warranties and indemnities set out in Article A709.

E306 Credit

On each Program for which a Writer is contracted and where individual credits are given, including excerpts for use in support materials, the Writer shall receive a visual credit.

E307 The Producer shall assist in defraying the cost of administering the terms of this Agreement by paying as an administration fee the amounts set out in Article A12.

E308 Insurance and Retirement Plan and Dues

The Producer shall contribute to the Writer's Insurance and Retirement Plan, and shall make the deductions from the Writer's Gross Fees in the amounts set out in Article A13.

ARTICLE E4 – RATES AND CONDITIONS GOVERNING ENGAGEMENT

E401 Contracting the Writer(s)

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

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

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

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

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

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

E402 Collaborative Writing

Writers contracted on the same project by the Producer shall be treated as individual Writers, with two separate contracts, and areas of responsibility shall be clearly delineated. The Team provisions as outlined in Article A256 shall not apply.

E403 Termination

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

E404 Subsequent Writer

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

E405 Rights Licensed

On payment of the full Contract Fee, the Producer shall acquire an exclusive license to produce a single Production made from the Script, the

right to translate the Script Material for dubbing purposes, and an exclusive license for all distribution, other than Additional Use and as provided for in the contract.

E406 Daily Rate/Half Day Rate

The Writer may negotiate a daily or half daily rate.

E407 Additional Use

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

a) One free use on community cable channel shall be included in the negotiated fee;

b) For other Broadcast use, the Writer shall receive a payment of ten percent (10%) of the Contracted Fee for each use;

c) For any other Additional Use, as defined, a fee shall be negotiated with the writer prior to such use;

d) Programs may be entered in festivals and competitions, and all uses ancillary and incidental to such festivals and competitions may be authorized without additional payment. However, if as a result, a Program is broadcast or used, such uses will be dealt with in terms of this Article. Wherever possible, the Writer shall be advised in writing of any Program entered in a festival or competition.

SECTION F – DIGITAL PRODUCTION

F101 Digital Production means audio-visual or visual-only (i.e. with moving images, or electronically- or otherwise-generated images that simulate movement) production produced for initial exhibition on the Internet or other non-traditional, non-broadcast platforms and is transmitted from a server or other non-broadcast transmitting technology to a screen at the end user's location.

F102 The Writer and the Producer shall negotiate in good faith in relation to the terms and conditions of engagement of the Writer, and at a minimum,

i) the Producer shall be required to make contributions, on behalf of the Writers, on account of Insurance & Retirement Plans as per A13 of the IPA; and

ii) remit administration fees and make deductions from each Writer's remuneration as per Articles A12 and A13; and

iii) the Writer's credit must appear on the same platform and in the same manner where the producer and/or director are credited; and

iv) use the Standard Writer Contract for Digital Production provided in the IPA (Appendix M).

F103 a) When a Digital Production is licensed for Television Use, the Producer shall pay to the credited Writer(s) contracted under the Agreement (subject to Article C1010) a Distribution Royalty of three point two percent (3.2%) of the total amount of the Distributor's Gross Revenue less the amount that is equal to one hundred percent (100%) of the Budget less any Canada Media Fund licence fee top-up, as set out in Articles C1101 to C1103.

b) A Television Use occurs when a Digital Production is licensed for any Free or commercial Television, pay television or cable television broadcast, or exhibition on any subscription video-on-demand service owned or controlled by a CRTC licensed broadcasting entity (e.g. CraveTV, shomi) other than a licence for promotional use only for which there is no fee.

c) For clarity, (i) if a Digital Production is not licensed for a Television Use, no Distribution Royalty shall be owing; and (ii) Article F103 shall only be applicable to those Writer contracts entered into after March 16, 2015.

F104 Advance Negotiation relating to Digital Productions

The Parties to the Agreement agree that Section F may be negotiated in advance of the expiry of the Agreement. Notwithstanding the foregoing, no strike or lockout shall occur prior to the expiry of the Agreement. For greater clarity, advance negotiation of Digital Production issues cannot trigger Appendix A, nor can it prevent the usual application of Appendix A.

F105 Digital Production Subcommittee Mandate and Composition

a) Mandate

The Digital Production Subcommittee may address any Digital Production issues that arise from or are related to Section F of the Agreement.

b) Composition

The Digital Production Subcommittee shall comprise no less than six (6) representatives from the Associations and six (6) representatives from the Guild. The parties acknowledge and agree that the ongoing consistency of individuals participating in the Digital Production Subcommittee is essential to its operation and the fulfillment of its mandate. Accordingly, the Associations shall designate two (2) staff persons and an alternate for each as well as four (4) members to form part of the Digital Production Subcommittee. The Guild shall also designate two (2) staff persons and an alternate for each as well as four (4) members to form part of the Digital Production Subcommittee.

Digital Production Subcommittee: Frequency of Meetings

The Digital Production Subcommittee shall meet a minimum of twice per year during the term of the Agreement, with such meetings to commence no later than three (3) months following the date of ratification of the 2015–2017 Agreement. Unless otherwise agreed, each party shall be responsible for its own costs in respect of the Digital Production Subcommittee meetings.

F106 Upon successful completion of the Digital Production Subcommittee negotiations contemplated above, a majority of the members of the Digital Production Subcommittee shall execute a Memorandum of Agreement

containing proposed amendments to Section F or any other proposals agreed upon by the Digital Production Subcommittee, and shall ratify according to the practices of the Parties. The Parties agree that upon ratification, the amendments set out in the Memorandum of Agreement shall become effective. Unless otherwise indicated in the Memorandum of Agreement, all provisions of Section F shall remain in force and effect until the expiry of the Agreement.

ANIMATION SECTION

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

ARTICLE 1 – RECOGNITION AND SCOPE OF THE ANIMATION SECTION

101 The Producer recognizes the Guild as the exclusive bargaining agent for all Animation Writers and Animation Story Editors of Animation Productions written in English.

102 The terms of this Animation Section are the result of negotiations between representatives of the Associations and the Guild.

103 This Animation Section shall be jointly administered by the Guild and the Associations in all of its facets on a principle of equality between the Guild and the Associations in all matters pertaining to the administration of the Animation Section's provisions. Questions regarding interpretation or the meaning of the Articles in this Animation Section may be directed to the offices of either the Associations or the Guild. Neither of these parties may make an interpretation binding on the other without the written agreement of the other.

104 This Animation Section shall apply to all Animation Writers and Animation Story Editors contracted by any Producer who is a signatory to this Section. Nothing in this Section shall prevent a Producer from freely obtaining the services of an Animation Writer or Animation Story Editor who may not be a member of the Guild providing that before signing a contract the Animation Writer or Animation Story Editor shall declare in writing to the Producer and the Guild that for reasons of conscience, s/he does not wish to become a member of the Guild, in which case, s/he will be treated as a non-member under the terms of this Animation Section. The rates, terms and conditions for such an Animation Writer or Animation Story Editor shall not be less than those provided in this Section.

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

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

i) when writing a Feature Film Script which is subsequently produced.

ii) when writing a Television Script or any installment or Rewrites thereof.

iii) when engaged as an Animation Story Editor on a specific program or Series.

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

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

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

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

110 Prior to contracting an Animation Writer or Animation Story Editor, Producers outside Quebec shall sign a Voluntary Recognition Agreement for

Animation Production as follows on their own letterhead and forward to the Guild. This Voluntary Recognition Agreement for Animation Productions shall constitute a binding obligation by the Producer to the terms and conditions of the Animation Section of the Independent Production Agreement (see Schedule 1 of this Section).

111 Except by prior agreement with the Associations, the Guild shall not enter into any agreement with any Producer in independent production under terms more favourable to such Producer than those set forth in this Section and shall not permit Animation Writers or Animation Story Editors to be engaged under terms more favourable to such Producer than set forth herein. Any grievance arising out of a breach of this Article shall bypass Joint Standing Committee stage and be heard by an Arbitrator.

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

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

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

i) before the production is scheduled ("greenlit") for production, within thirty (30) calendar days; and

ii) once the production has been scheduled ("greenlit") for production, within fifteen (15) calendar days. The Guild shall be informed in writing when Production has been scheduled ("greenlit") for production, and the date of commencement of principal cast recording,

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

115 When any payment is late, the Producer shall pay the Animation Writer or Animation Story Editor interest on the overdue sum at the rate of twenty-four percent (24%) per annum, computed on a monthly basis.

116 Payment shall be made directly to the Animation Writer or Animation Story Editor unless written authorization has been received by the Producer from the Animation Writer or Animation Story Editor authorizing payment to a third party.

117 No portion of any fee provided in this Section shall be deferred for any reason.

118 In the event that an Animation Writer fails to meet a deadline specified in his or her contract, the Producer may decline to deal further with the Animation Writer, being obliged to pay only for work already completed and delivered on time. However, if an Animation Writer fails to meet a deadline specified in his/her contract by reason only of the Animation Writer's incapacity which adversely affects the progress of production in a material way or unreasonable refusal to deliver the Script Material, the Producer may elect, by written notice to the Animation Writer, to terminate the Producer's obligation to accept delivery and pay for any Script Material due on or after the missed deadline (the "Late Material"), notwithstanding that the contract may specifically deny the Producers right to terminate. If the Producer delivers such notice, the Producer shall be deemed to have acquired an assignment in the Script Material delivered prior to the missed deadline and shall be entitled to engage one or more other Animation Writers to write the Late Material.

119 The Producer agrees to notify an Animation Writer engaged under this Animation Section, before the Animation Writer is engaged on any assignment, of the names of all other Animation Writers previously engaged by the Producer who have been assigned to work on the same Script Material. The Producer shall also notify the Animation Writers then working on such Script Material of the name(s) of any additional Animation Writer(s) engaged on such Script Material.

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

121 Should a Producer wish revisions to an unsolicited Script from an Animation Writer, a contract for the Script must be entered into with the Writer before any revisions are performed.

122 Whenever the Producer contracts an Animation Writer or Animation Story Editor, a fee for the work contracted shall be negotiated and a contract signed before the Animation Writer or Animation Story Editor begins work.

123 No purely oral agreement shall be binding, nor shall it constitute grounds for an investigation of a complaint by either of the parties concerned.

124 Every contract shall be signed before the work begins on a contracted Script, and before any requested revision is begun or before production begins, whichever is sooner, in the case of an unsolicited Script.

125 A copy of every contract between an Animation Writer or Animation Story Editor and any Producer adhering to this Agreement shall be deposited with the Guild and the CMPA (or both the CMPA and the AQPM if the contract is covered by Appendix Q of this Agreement and/or if the Producer is located in Quebec) by the Producer within seven (7) days of the signing of the contract.

Notwithstanding the above, contracts need only be deposited with the CMPA as of January 1, 2016.

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

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

126 Adapting Material Created in Any Language Other Than English
When an Animation Writer is engaged to adapt existing script material from a language other than English into a language other than French to suit a new cultural reality, which may include changes to the dramatic structure, characters, tone or geographic location, the Animation Writer shall receive sixty percent (60%) of the applicable minimum Script Fee, if any.

The Animation Writer shall be entitled to credit in accordance with all the terms and conditions contained in Article 10 relating to writing credit. In addition, the credit "ADAPTED BY…" shall be considered as a minimum credit.

127 The Guild and the Associations agree that both texts of the Animation Section in French and English are official. In the case of discrepancy, the English language text shall prevail.

128 The terms of Article 1 shall be subject to and read together with the provisions of Appendix A (Negotiation Protocol) for the CMPA and with Schedule 4 (Quebec Appendix) for the producers who are members of the AQPM.

ARTICLE 2 – DEFINITIONS

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

202 Animation Production means a production consisting entirely of a photographed series of drawings or electronically generated images or other means that simulate motion. These include but are not limited to; CGI, claymation, motion capture and traditional animation, which techniques may be used exclusively or in combination.

203 Animation New Writer means a person who writes Script Material for Animation Productions and who, at the time of contracting with a Producer on a Series, has previously received no more than five (5) animation screen credits as a contracted writer (excluding digital credits for webisodes). Use of this provision is limited to two (2) scripts per thirteen (13) scripts contracted under this Agreement for the Series. An Animation New Writer shall be contracted at fifty percent (50%) of the applicable Script Fee.

204 Animation Story Editor means:

a) a person, regardless of title or credit received, whose duties include writing Rewrites, Polishes and may also include script consultation for a

Series or Serial; or

b) a person participating in a group session on a Series or Serial whose duties include developing and/or breaking stories and/or consulting on Script Material, where a Bible and/or Pilot Script already exists and serves as the basis for the group session. Where such persons are only engaged to perform the work contemplated under this clause (b) such work shall not attract credit under Article 603.

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

205 Animation Writer means a person who writes Script Material for Animation Productions, including an Animation New Writer.

206 Collective Society means a society, association, corporation or other organization that carries on the business of collecting and distributing royalties or levies payable in respect to copyright for the benefit of those who, by assignment, granted licence, appointment of it as their agent or otherwise, authorize it to act on their behalf in relation to that business.

207 Draft Script means a complete draft of any Script in a mutually agreed form the length to be specified by the Producer.

208 Feature Film means a film of sixty-one minutes or more in length intended initially for theatrical distribution

209 Gross Fees means the fees as contracted under any Article of this Section, exclusive only of money for expenses such as per diem allowances or travel expenses.

210 Merchandising Rights means those rights required for manufacture, sale and distribution of all merchandise featuring, containing or consisting of the names, characters, symbols, designs, likenesses and visual representations of the literary and/or artistic characters created, described or portrayed in the Script Material.

211 Outline means the scene-by-scene development and structuring in a mutually-agreed form of a story in screen terms to provide a synopsis or schematic of the Television Script to be written from it, in up to five

thousand (5000) words per half hour of broadcast time. When no Story or Screen Story is contracted separately the Story or Screen Story shall be deemed to be included in the Outline.

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

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

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

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

216 Script Fee means the total remuneration payable by the Producer to an Animation Writer, unless otherwise negotiated.

217 Script Material means any material covered by this Section and includes book/libretto, continuity, documentary Script, Draft Script, Narration, Narration Script, Outline, Polish, Rewrite, Screen Story, Script, Story, and Treatment for use in any form of production covered by this Section.

218 Secondary Use Payments means the net amounts collected and then distributed by Collective Societies in respect of

i) the retransmission outside North America; and/or

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

of Animation Productions based on the Script Material.

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

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

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

ARTICLE 3 – REMUNERATION AND REWRITES

301 Animation Writer(s) of Script Material shall be paid at least the minimum compensation (based on the broadcast length of the program) or the negotiable fee, as set out in this Article 3 or, if applicable, the fee set out in Article 302 of this Section. Payment of the Script Fee is the total

remuneration payable by the Producer to the Animation Writer unless otherwise negotiated.

302 Animation Scripts:

i) not based on a Story or Screen Story contracted under this Agreement; or

ii) based on a Story or Screen Story contracted under this Agreement which is provided by the Producer to the Animation Writer at the time of contracting and from which the Animation Writer is required to provide an Outline:

	2015	2016	2017
Under 11 minutes	Negotiable	Negotiable	Negotiable
11-15 minutes	3,570	3,606	3,642
16 - 30 minutes	7,141	7,212	7,284
Over 30 minutes	Negotiable	Negotiable	Negotiable

303 Animation Scripts:

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

ii) based on an Outline after termination:

	2015	2016	2017
Under 11minutes	Negotiable	Negotiable	Negotiable
11 -15 minutes	2,963	2,993	3,023
16 - 30 minutes	5,927	5,986	6,046
Over 30 minutes	Negotiable	Negotiable	Negotiable

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

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

a)	i)	on delivery of Outline (Treatment in the case of a Feature Film)	20%
	ii)	on delivery of First Draft	40%
	iii)	on delivery of Second Draft	30%
	iv)	on delivery of Polish	10%

b) Where no Outline (or Treatment in the case of a Feature Film) is required the Script Fee shall be paid as follows:

i)	on delivery of First Draft	50%
ii)	on delivery of Second Draft	40%
iii)	on delivery of Polish	10%

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

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

306 Subsequent to the delivery of the last contracted stage, or termination of an Animation Writer there shall be no restrictions with respect to script changes, rewrites or hiring of another Animation Writer other than as individually negotiated.

307 In extraordinary circumstances, a Producer may seek, and the Guild may enter into, at the Guild's discretion, an agreement with a Producer for a specific Animation Production that permits terms more favourable to such Producer than those set forth in this Section.

308 Animation Bibles

For the purposes of script or program development prior to the contracting of a script, Story, Screen Story or Treatment, a Producer may contract any writer pursuant to this Article to write an Animation Bible. However, if a Producer contracts an Animation Writer who is a Guild member to write an Animation Bible, the Producer shall contract that Animation Writer under this Agreement. In such case, the Producer shall be permitted to contract Guild members and non-Guild members on the same project during development.

309 In contracting for services under Article 308, the Producer and the Animation Writer may include in any contract between them, among other things, terms and conditions pertaining to the following matters:

i) the type of development format to be written;
ii) what the development format is to be based upon (e.g. whether based on an idea in written or oral form, created by whom, provided by whom);
iii) fees in respect of the writing services;

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

ARTICLE 4 – ADMINISTRATION FEE

401 The Producer shall assist in defraying the cost of administering the terms of this Agreement by paying as an administration fee the following percentage of Gross Fees:

i) If the Producer is a Member in Good Standing of the CMPA as of the date of the remittance of the fee, (which membership in good standing shall be confirmed by the CMPA by written notice), 2% to a maximum of $1,000 per Animation Production or episode to the Guild, and 2.75% to a maximum of $2,850 per Animation Production (Feature Film, Television Movie, Pilot, etc.) or $1,900 per episode of a Series directly to the CMPA.

ii) If the Producer is a Member in Good Standing of the AQPM as of the date of the remittance of the fee, (which membership in good standing shall be confirmed by the AQPM by written notice), 2% to a maximum of $1,000 per Animation Production or episode to the Guild, and any levies which may be due to the AQPM directly to the AQPM.

iii) If the Producer is not a Member in Good Standing of one of the Associations as of the date of the remittance of the fee, as evidenced by written notice from one of the Associations to such effect, 7% with no maximum for any Animation Production or Episode, such amount to be sent directly to the Guild.

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

403 All amounts collected under Article 401 (iii) above shall be divided as follows: 50% shall be retained by the Guild and 50% shall be paid to the relevant Association. The Guild shall remit the respective shares of the

administration fees itemized by production to the relevant Association within 30 days of the end of each calendar quarter. Upon seventy-two (72) hours' notice, an authorized representative of the relevant Association may, during normal business hours, inspect the books and records of the Guild pertaining to the collection and remittance of the administration fee.

404 Amounts paid under Article 401 to the Guild and to the Associations shall each be accompanied by a completed copy of the Remittance Statement Form provided to Producers.

405 During the life of this Agreement, the CMPA and AQPM may amend the amounts payable to their respective Associations by their members set out in article 401(i) and 401 (ii).

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

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

502 Retirement Plan
The Producer shall contribute an amount equal to seven percent (7%) of the Gross Fees of each Animation Writer and Animation Story Editor who is a Guild member for retirement benefits.

503 Deduction From Animation Writer's Fees – Retirement Plan
The Producer shall deduct for retirement purposes, from the Gross Fees earned by each Animation Writer and Animation Story Editor three percent (3%) of such Gross Fees.

504 Deduction from Animation Writer's Fees – Guild Dues
The Producer shall deduct two percent (2%) of the Gross Fees paid to any Animation Writer or Animation Story Editor who is a member of the Guild and shall deduct five percent (5%) of the Gross Fees paid to any Animation Writer or Animation Story Editor who is not a member of the Guild.

505 Non-members Equalization Payments & Deductions

a) In order to equalize the payments and deductions in respect of Guild members and non-members, the Producer shall contribute an amount equal to twelve percent (12%) of the Gross Fees paid to each Animation Writer or Animation Story Editor who is not a member of the Guild.

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

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

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

ARTICLE 6 – ANIMATION STORY EDITORS

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

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

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

ARTICLE 7 – TERMINATION

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

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

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

ARTICLE 8 – COPYRIGHT

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

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

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

b) This right includes, but is not limited to, the right to copy, sell, distribute, make available, rent out, communicate to the public by

telecommunication (including the Internet), and to incorporate the Script Material into any other derivative works for sale and distribution.

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

804 The Producer has the right to add to, delete from, change, modify and amend the Script Materials, and to use same in connection with any and all goods, services, products and institutions. Furthermore, the Producer owns absolutely all copyright in the Animation Production and shall be free from any claim to copyright in the Animation Production by the Animation Writer, but subject always to the payment to the Animation Writer of the Script Fee.

805 For greater clarity, the Animation Writer hereby assigns and shall assign the exclusive perpetual worldwide Merchandising Rights to the Producer unless otherwise agreed between the Animation Writer and Producer.

806 Upon payment of the contracted Script Fee and in the absence of any written agreement to the contrary, an Animation Writer shall not have any claim of any interest in the Animation Production based on Script Material contracted under this Section.

807 Notwithstanding the foregoing, nothing in this Section or any individual contract to which this Section applies, including the licensing of copyright in the Script Material, shall diminish any otherwise existing right of the Animation Writer to collect any of the "author's share" of the Secondary Use Payments (as defined in this Section) in connection with any Animation Production based on the Script Material and the Animation Writer shall retain copyright in the Script Material for such purpose. For further clarity, it shall not be a violation of this Article 807 if language required by the SACD, to collect those monies paid directly to the SACD by broadcasters in connection with a "communication to the public", does not appear in an Animation Writer's contract.

808 The Animation Writer retains the right to collect any prize or monies awarded for the screenplay of an Animation Production.

809 Nothing in this Section or any individual contract to which this Section applies shall diminish any otherwise existing rights of the Producer to collect any of the "Producer's share" of Secondary Use Payments in connection with any Animation Production based on Script Material.

810 Subject to any successful claim for a share of retransmission royalties by the Guild or the Canadian Screenwriters Collection Society or change to existing legislation, all net amounts collected and distributed by Collective Societies in respect of the retransmission in North America of Animation Productions based on the Script Material are deemed receivable by the Producer.

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

ARTICLE 9 – GRIEVANCE AND ARBITRATION

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

902 A Grievance is defined as a difference between the Guild and a Producer, or the Guild and the Association(s), arising out of, or in connection with the administration, interpretation, application, operation or alleged violation of any provision of this Section, or any deal memorandum or contract between an Animation Writer or Animation Story Editor and a Producer, including a question as to whether a matter is arbitrable. All Grievances shall be resolved in accordance with the procedures set out in this Article.

903 The parties acknowledge and agree that the timely and prompt settlement of all disputes between the parties should be encouraged and that therefore any dispute may be settled at the time of its occurrence by the Guild and the authorized representative of the Producer, without recourse to the formal Grievance Procedure.

904 In recognition of the distinct nature of the writing craft, in the event that the complaint is not resolved in the manner described in Article 903 above, the grieving party may initiate a grievance within one hundred and twenty (120) days of the date on which the grieving party becomes, or ought reasonably to have become aware of the act or omission giving rise to the grievance.

905 A grievance shall be considered initiated when the initiating grieving party (the "Grievor") sets forth in writing (the "Grievance") the facts giving rise to the dispute, the relevant articles of the Section and the individual contract, and the remedy sought and delivers the Grievance to the other party to the Grievance (the "Respondent") and to the Association to which the Respondent belongs. In all cases concerning an Animation Writer or Animation Story Editor, the Guild will be the Grievor or the Respondent, as the case may be. When the Producer is not a member of one of the Associations, the Grievor shall advise all of the Associations.

906 The Guild or the Association, as the case may be, shall notify forthwith the other parties to this Section of the Grievance and provide each party with a copy of the Grievance. A representative of the Guild, a representative of the Association, the Producer or its duly authorized representatives, and the Animation Writer or Animation Story Editor if the Guild deems it necessary, shall meet within five (5) business days to attempt to settle the Grievance informally. The persons present at the Grievance Meeting on behalf of the parties to the Grievance shall have the authority to settle the Grievance. Any written settlement shall be signed by the representatives of the parties to the Grievance, each of whom shall receive a copy of the terms of the settlement. A copy shall be sent to the Association. Such settlement shall be binding on all parties to the Grievance.

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

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

909 Within twenty (20) business days of the Grievance meeting, the referring party may give written notice to the other parties attending the Grievance Meeting and to the Associations to refer the Grievance to the Joint Standing Committee, or in the discretion of the referring party, directly to Arbitration. If the referring party refers the matter to the Joint Standing Committee and the responding party wishes to have the matter referred to Arbitration (instead of the Joint Standing Committee), said party shall have the right within five (5) business days from receipt of the notice, to refer the grievance to Arbitration.

910 The Joint Standing Committee shall convene, at a time and place to be agreed by the Guild and the Association, within three (3) weeks of receipt of the notice described in Article 909, or at such time as otherwise agreed between the parties.

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

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

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

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

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

914 The Joint Standing Committee members shall appoint a chair-person from among themselves. The Joint Standing Committee may establish its own procedures and guidelines for the hearing, including the recording of minutes or notes. The Joint Standing Committee shall be governed by the following principles:

i) both parties shall have full opportunity to be heard;
ii) neither party shall be surprised by evidence or facts adduced before the Joint Standing Committee; and
iii) the Joint Standing Committee may recognize common industry practice where reasonable to do so under the circumstances.

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

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

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

916 When the Joint Standing Committee is satisfied that it has heard fully from the parties to the Grievance, the Joint Standing Committee shall dismiss the parties in order to consider and render its decision.

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

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

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

920 Arbitration

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

921 The parties to the Section agree that except in exceptional cases agreed by the Guild and the Associations, all arbitrable matters shall be heard by a single arbitrator. The selection of the single arbitrator shall be the subject of mutual agreement of the parties. In the case of the CMPA, the arbitrator shall be selected from among the following list proceeding sequentially, based on which person has a date available forty-five (45) days from the date of the referral, or as agreed by the parties:

Louisa Davie
Rick McDowell
Paula Knopf
Kevin Burkett
Michel Picher

In the event of a failure to agree upon a single arbitrator, the Minister of Labour of the appropriate province or territory, or in Quebec, the Minister of Culture, Communications and the Status of Women will be asked to appoint an arbitrator.

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

Should the person chosen by the Guild and the person chosen by the Associations fail to agree on a third person within ten (10) days of the notification mentioned above, the Minister of Labour of the appropriate province or territory, or in Quebec, the Minister of Culture, will be asked to appoint a person to act as chair.

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

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

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

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

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

927 Notices required to be given or sent pursuant to this Section shall be mailed, postage pre-paid, delivered personally or by courier, or sent by telefax, or

other means of near instantaneous communication (excluding electronic mail) addressed as follows:

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

To the Associations:
Canadian Media Production Association
160 John Street
5th floor
Toronto, Ontario
M5V 2E5
FAX: (416) 304-0499
Attention: National Director, Industrial Relations

Association québécoise de la production médiatique
1470 Peel Street
Suite 950, Tower A
Montréal, Québec
H3A 1T1
FAX: (514) 392-0232
Attention: Attorney and Industrial Relations Advisor

ARTICLE 10 – CREDITS AND CREDIT ARBITRATION

1001 In each contract with an Animation Writer for a Feature Film or Television Animation Production, the Producer shall provide credits to be given an Animation Writer or Animation Story Editor in accordance with the terms of this Article. In the absence of such a provision, the terms of this Article shall be deemed to be incorporated into such a contract. In any case in which a director or a Producer or an Executive Producer who is not the sole Writer claims or is accorded a writing credit, the Producer shall automatically notify the Guild and an arbitration shall follow under the rules of Articles 1024 to 1037.

1002 Specific times shall be reserved in each production for credits to Animation Writers and Animation Story Editors. Such credits shall appear in the following manner:

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

ii) In all other cases, credits shall be governed by the terms of the contract between the Animation Writer or Animation Story Editor and the Producer.

FORMS OF CREDIT

1003 In the case of Feature Films, subject to Articles 1005 and 1006, the only writing credits permitted shall be as follows:

a) Where an Animation Writer has written both the Story or Screen Story and the Script for a production, the Animation Writer shall be entitled to the screen credit "By....." where such screen credit immediately follows the main title credit or "WRITTEN BY....." where the screen credit appears elsewhere in the production.

b) Where an Animation Writer has made a substantial written contribution to the writing of the Script, the Writer shall be entitled to the screen credit "SCREENPLAY BY...".

1004 In the case of Television Animation Productions, subject to Articles 1005 and 1006, the only writing credits permitted shall be as follows:

a) Where an Animation Writer has written both the Story or Screen Story and the Script for a program, the Animation Writer shall be entitled to the credit "BY..." where such credit immediately follows the main title credit, or "WRITTEN BY..." where the credit appears elsewhere in the program.

b) Where an Animation Writer has made a substantial written contribution to the writing of a Script, the Animation Writer shall be entitled to the screen credit "TELEPLAY BY...".

c) In the event of an animated program that is a Documentary, Variety or Magazine program or use of animated Excerpts as defined in section A2 of the IPA, the forms of credit in Articles A904 c) through g), A905 b),

A906, A907 and A908 shall be applicable.

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

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

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

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

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

LIMITATION OF NUMBER OF ANIMATION WRITERS

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

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

1011 In exceptional cases the number permitted in Articles 1009 and 1010 may be increased with the consent of the Guild which consent will not be unreasonably withheld.

1012 When the names of more than one individual appear in the credits or subsidiary writing credits for a production, the names of the members of a Team shall be separated by an ampersand ("&"). All other Animation

Writers' names shall be separated by the word "and". When Animation Writers' names are separated by the word "and", the names of the Animation Writers shall appear in the order in which they were engaged on the production.

POSITION AND SIZE OF CREDITS

1013 The name of an Animation Writer accorded a writing credit shall appear in lettering the height and width of which is no smaller than that used for the name of the Producer or director of the program, whichever is the larger, and on the program the writing credit shall appear for the same duration as that of the credit accorded to such Producer or director.

1014 The writing credit and the subsidiary writing credit may appear on the program on the same title card. The name or names of the writers referred to in the subsidiary writing credit shall not, however, appear in lettering the height or width of which is greater than fifty percent (50%) of that used for the name or names of the writer or writer(s) accorded writing credit.

1015 Subject to the provisions of Articles 1003 and 1004, the Animation Writer's credit shall appear next to the director's credit unless an individual producer's credit appears between them. Only one Producer title card may appear between the Animation Writer's and director's credit. For the purposes of this Article, individual producer(s) shall mean individuals as accorded the credits "Producer" or "Executive Producer" only.

Examples of acceptable credit sequences are:
(in head credits)
(any other credit), Animation Writer, Director
Producer, Animation Writer, Director
Animation Writer, Producer, Director

(in tail credits)
Director, Animation Writer, (any other credit)
Director, Animation Writer, Producer
Director, Producer, Animation Writer

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

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

CREDIT IN ADVERTISING AND PUBLICITY

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

a) all paid advertising relating to the program where the director is accorded credit, issued by or under the direct control of the Producer, and the size of the credit shall be the same as that of the director.

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

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

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

DUTY OF PRODUCER TO NOTIFY

1018 No later than fifteen (15) days prior to the first scheduled day of principal cast recording of a program or episode or, in the case of a Television Documentary, no later than the date of recording of final narration, or the date of the fine cut if there is no narration recording, the Producer shall send to the Guild and to every person who has been engaged by the Producer (or, with the knowledge of the Producer, to any predecessor of the Producer) to make a written contribution to the Script, a draft of the intended writing and subsidiary writing credits worded in accordance with the provisions of Article 1003 to 1008 and in the form of the Notice of Intended Writing Credits as in Schedule 2. Such notice will indicate the order in which the Producer proposes to announce the names of the Animation Writers, if more than one, accorded credit, and the placement of the writing and subsidiary writing credits in the credit sequence in accordance with Article 1015. If the

production company proposes an Animation Writer who is also a director or Producer or Executive Producer, the notice shall so indicate.

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

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

1019 If any subsequent alteration to the intended writing or subsidiary writing credit is intended, the Producer shall notify the Guild and all Animation Writers involved of its intended alteration, but in any case the Producer shall notify any Animation Writer who has been engaged subsequent to the first day of production as to his/her proposed final credit. This notification should be not later than fourteen (14) days after the completion of filming or taping of the program.

1020 All notifications referred to in Article 10 shall be sent by hand, e-mail or facsimile and shall be delivered to the last known address, e-mail address or fax number of each Animation Writer or Animation Story Editor or his/her agent or to any other address which the Animation Writer or Animation Story Editor notifies to the Producer before the dispatch of such Notice.

1021 Upon the Guild's request, the Producer shall provide a copy of the final script as recorded, or, at the Producer's discretion, reasonable access to the final script as recorded, to any Animation Writer or Animation Story Editor receiving the Notice of Intended Writing Credits.

1022 Subject to the provisions of Article 1019 and 1023, if, within fourteen (14) days of the date of dispatch of the Notice of Intended Writing Credits (seven (7) days in the case of a Series), no objection is received by the Producer and the Guild from any Animation Writer to whom such draft has been sent, the

wording of the writing and subsidiary writing credits set out in the Notice of Intended Writing Credits shall become final and binding on all parties.

RIGHT OF ANIMATION WRITER OR ANIMATION STORY EDITOR TO FORGO CREDIT

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

RULES OF CREDIT ARBITRATION

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

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

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

1027 Within seven (7) days of the objection being received by the Producer, the Producer shall deliver to the Guild one (1) legible copy of all Script Material

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

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

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

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

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

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

1029 The credit arbitration shall commence when the Guild receives the signed confirmation referenced in Article 1028 from the Producer and all participating writers. In the absence of signed confirmation from any party, that party (the non-respondent) shall be deemed to have confirmed the list of materials forty-eight (48) hours after receipt of such list of materials.

1030 If there is uncertainty or dispute as to whether the material is Script Material, Source Material or whether or not the material was submitted to the Producer, the Guild's Credit Committee shall determine whether or not the material shall be submitted to the Arbitrators. The ruling of the Credit Committee shall be final and binding on the parties.

1031 The Producer shall, if requested by the Arbitrators, co-operate with the Arbitrators to arrive at a just determination by furnishing any available information required by the Arbitrators and shall provide them with a copy of the program if it is available at the time of arbitration.

1032 All representations made to the Arbitrators shall be in writing. Both the Producer and the Guild hereby recognize the need for arbitration to be conducted in such a way as to preserve at all times the anonymity of the Arbitrators.

1033 Within twenty-one (21) days, (thirty (30) days in the case of Feature Films, Television Movies, Mini-Series and Documentaries) of receipt by the Guild of signed confirmation from the Producer and all participating writers as per Article 1028 above or deemed approval as per Article 1029 of all material referred to in Article 1027, the Arbitrators shall deliver their decision in writing to the Guild. The Guild shall immediately convey the decision in writing to the Producer.

1034 The decision of the Arbitrators, or the majority of them in the case of disagreement, shall be final and binding on all parties, provided always that if the Arbitrators fail to communicate their decision to the Guild within the period of twenty-one (21) days (thirty (30) days in the case of Feature Films, Television Movies, Mini-Series and Documentaries) the credits proposed by the Producer shall be final and binding on all parties.

1035 The program shall not be commercially exploited until the credit arbitration is complete. However, when the Producer has imminent delivery dates, the Guild will endeavor to expedite the arbitration.

1036 The decision of the Arbitrators may be published in such media as the Guild may determine.

1037 With respect to Article 10, the Animation Writers, Guild (on its own behalf and on behalf of its members), Arbitrators and Credit Committee (the

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

OTHER AGREEMENTS

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

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

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

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

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

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

ALTERNATIVE PROCEDURE

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

AGREEMENT BETWEEN WRITERS ON CREDITS

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

a) the number of Animation Writers receiving such credit does not exceed two (where two Animation Writers have collaborated on a Script as a bona fide Team, the credit of these two Animation Writers shall count as one credit);

b) the form of such credit is in accordance with this Article;

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

such credit shall be final and binding on all parties.

ASSIGNMENT OF RIGHTS

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

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

b) in the case of a contract for the distribution or sale of any program in respect of which such Animation Writer is entitled to credit hereunder, accord the Animation Writer such credit on all copies of such program made or issued by such third party, and in all paid advertising (subject to the exclusion set out in Article 1023) issued by or under the direct control of such third party, in which the name of the director of such film appears, and the size of the credit shall be the same as that of the director.

1043 The Producer shall be relieved of its obligations to accord Animation Writer credit on all copies of the Production made or issued by a third party as referenced in Article 1042(b) only if the Producer obtains a signed copy of the undertaking provided in Appendix U and delivers it to the Animation Writer.

Should the Producer fail to obtain such undertaking, the Producer shall remain responsible for all obligations for credit accorded to the Animation Writer, and shall be liable for any breach of the contract with the Animation Writer or this Agreement arising out of any breach of Article 10 credit provisions, including breaches by a third party with whom it has signed a contract for distribution or sale.

INADVERTENT BREACH OF ARTICLE 10

1044 No inadvertent breach of the terms of Article 10 shall be deemed a breach of Article 10 by the Producer, provided that the Producer will endeavor to prevent any further breach after the receipt of written notice specifying details of the alleged breach.

1045 Should the Producer fail to provide the credits on the Production as required above, the Producer agrees to the following remedy:

a) to correct the omission prior to public showing where practicable; or
b) if correction as in a) above is not practicable, to fulfill the intent of the provisions for credit by inserting in appropriate daily and/or trade papers announcements for the sole purpose of identifying the Animation Writer whose credit has been omitted. The specific periodicals and the size and content of the announcements will be the subject of negotiation between the Producer, the relevant Association and the Guild. The cost of these advertisements will be borne by the Producer.

PRODUCTION CREDITS

1046 References contained herein to the credit accorded to the director of the program are limited to the director's credit as director and do not extend to any "production" or "presentation" credit accorded to the director.

1047 The Producer shall use best efforts to include the Guild logo on the credit roll. The Guild shall provide the Producer with the appropriate artwork in adequate time to facilitate the inclusion of the Guild logo. Where the Guild logo appears, the Producer shall also use best efforts to include the relevant Association logo(s) on the credit roll. The Association(s) shall provide the Producer with the appropriate artwork in adequate time to facilitate the inclusion of the logo(s).

ARTICLE 11 – TERM

1101 The term of this section shall run concurrent with the term of the Writers Independent Production Agreement (IPA) 2015-2017, effective from March 16, 2015 to December 31, 2017.

1102 The provisions new to this Section (Articles 202, 301 to 304) shall remain in place until the expiration of this Agreement.

BLENDED PRODUCTION

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

1. a) In the case of a Blended Production where fifty-one percent (51%) or more of the longest initial version of the program consists of live-action content, the Writer(s) shall be contracted under the general provisions of the Independent Production Agreement.

   b) In the case of a Blended Production where fifty-one percent (51%) or more of the longest initial version of the program consists of animation content, the Writer(s) shall be contracted under the Animation Section.

2. Where a program does not clearly fall into 1a) or b) above, the Guild, the Producer and the relevant Association shall discuss the appropriate contracting for the program. Where the parties above are unable to agree, the

matter shall be referred to a Joint Standing Committee, or, at the request of any of the parties, to Arbitration.

Animation Section – Schedule 1
Voluntary Recognition Agreement for Animation Productions

Prior to contracting an Animation Writer or Animation Story Editor, Producers who agree to become parties to this Section shall sign a Voluntary Recognition Agreement as follows on their own letterhead and forward it to the Guild. This Voluntary Recognition Agreement shall constitute a binding and irrevocable obligation by the Producer to the terms and conditions of the Animation Section of the Independent Production Agreement:

VOLUNTARY RECOGNITION AGREEMENT FOR ANIMATION PRODUCTIONS

(Bargaining Authorization And Voluntary Recognition Agreement)

I, _____(Insert name of individual) for the Production _____ (title of Production) on behalf of the Producer hereby acknowledge receipt of the Animation Section of the Independent Production Agreement dated March 16, 2015 to December 31, 2017 covering Writers of Animation Productions between the Canadian Media Production Association (CMPA), the Association québécoise de la production médiatique (AQPM), and the Writers Guild of Canada (the Guild). We hereby become signatory to said Section and only this Section of the Agreement and state that I am authorized to execute this Agreement on behalf of _____, (the "Producer").

The Producer hereby acknowledges that by executing this Voluntary Recognition Agreement it is becoming signatory to the said Animation Section for the Animation Production. The Producer agrees to abide by and conform to all the terms and conditions contained therein.

The Producer recognizes that the Guild is the exclusive bargaining agent of Animation Writers and Animation Story Editors as defined in the Animation Section and recognizes the Producers' Association of which it is a member as the Producer's sole and exclusive bargaining agent.

Please check one of the following:

For CMPA Members:
___ The Producer hereby certifies that it is a member in good standing of the CMPA.
Membership No._____

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

OR:

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

A copy of this Voluntary Recognition Agreement shall be forwarded to the CMPA or both the CMPA and the AQPM if the Producer is located in Quebec.

Dated this _____day of _____, 20__

_____
(Name of Signatory Producer)

_____
Address of Signatory Producer

_____
Phone and fax number of Signatory Producer)

_____
(Authorized Signature)

_____
(Print or type name of Authorized Signatory)

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

_____
(Authorized Signature)

_____
(Print or type name of Authorized Signatory)

_____
(Date)

Animation Section – Schedule 2

(See Animation Section, Article 1018)

NOTICE OF INTENDED WRITING CREDITS FOR ANIMATION PROGRAMS

The Animation Section of the Writers Guild of Canada Independent Production Agreement states that **at least 15 days prior to the first day of principal cast recording of a program or episode**, or, in the case of a Documentary, on recording of the final narration or at the fine cut if there is no narration recording, the Producer shall deliver concurrently to the WGC and all Animation Writers and Animation Story Editors who have been engaged on the project, a draft of the intended writing credits.

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

Production Title:_____

Episode Title:_____

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

Production Company: _____

Producer(s): _____

ANIMATION WRITERS: _____

A) The proposed writing credits on screen are:
(As per the Credits Section of the Animation Section, **Articles 1003 – 1007,** the acceptable list of writer credits includes these wordings: By, Written By, Screenplay by*, Teleplay by*, Story by**, Screen Story by**, Documentary Script by, Narration Written by, Contributing Writer, Continuity Writer. Any variation from these terms must be approved by the WGC.)
* Used **only** in conjunction with a "Story by" or "Screen Story by" credit
** Used **only** in conjunction with a "Screenplay by" or "Teleplay by" credit

continued on page 2

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

_____ _____
Name Position

_____ _____
Name Position

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

The proposed placement of the writing credit is:

(in head credits)

☐ (any other credit), Animation Writer, Director

☐ Producer, Animation Writer, Director

☐ Director, Producer, Animation Writer

(in tail credits)

☐ Director, Animation Writer, (any other credit)

☐ Director, Animation Writer, Producer

☐ Animation Writer, Producer, Director

D) Animation Story Editors
The proposed credits for Animation Story Editors on screen are:

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

Authorized Signature_____

Date_____

Animation Section – Schedule 3

Terms Pertaining to AQPM Members Only

LETTER OF AGREEMENT BETWEEN THE APFTQ AND THE WGC WITH RESPECT TO HARMONIZATION ISSUES

WHEREAS, as agreed to in the Memorandum of Settlement entered into between the APFTQ, the CFTPA and the WGC on June 26 and 27, 2006, the parties have harmonized the Animation Sections of the 2003-2005 APFTQ/WGC IPA and the 2003-2005 CFTPA/WGC IPA into one national agreement;

WHEREAS, certain provisions of the 2003-2005 APFTQ/WGC Animation Section could not be merged into the national agreement since they resulted from specific negotiations between the APFTQ and the WGC;

NOW, THEREFORE, the AQPM and the WGC agree as follows:

The provisions of the 2003-2005 APFTQ/WGC Animation Section outlined below shall continue to apply to AQPM members only:

Development Material

1. The Animation Section does not apply to an Animation Writer when writing a Development Proposal or Concept, unless the Producer and the Animation Writer agree that such writing shall fall under this Animation Section.

2. Concept means the written presentation of an idea for an Animation Production describing the central premise, characters, setting and format. It shall also include a working title and date of submission. A Concept need not exceed 1250 words (five (5) pages double-spaced).

3. Development Proposal means the written presentation of an idea for an Animation Production consisting of the basic story elements and general descriptions of the principal characters. A Development Proposal need not include a scene-by-scene breakdown (see Treatment or Outline) and need not exceed 2500 words (ten [10] pages double-spaced).

IN WITNESS WHEREOF, the parties have caused this Letter of Agreement to be executed this 16th day of March, 2015.

Writers Guild of Canada

AQPM

SCHEDULE 4

QUEBEC APPENDIX (ANIMATION SECTION)

As the Act respecting the professional status and conditions of engagement of performing, recording and films artists, L.Q. c. S-32.1, (hereafter "**the Act**") requires modifications, deletions and additions to the terms and conditions of the IPA, the present Appendix is applicable to producers who are members of AQPM and, as the case may be, to any producer who would be included in any recognition granted to the AQPM by the *Commission des relations de travail du Québec* (hereafter the "**Commission**").

1. Recognition and Scope of the Animation Section and General Provisions

As the Act requires certain modifications to the terms and conditions of Article 1 of the Animation Section, the following provisions shall apply in lieu of Articles 101, 104, 105, 106, 109 and 110 of the Animation Section:

101 a) As per one of the Recognitions granted under the Act on June 15th, 1995, which came into force on July 3, 1995, the Writers Guild of Canada's ("the Guild") exclusive jurisdiction in the province of Quebec pertains to all *"auteurs de textes dans le domaine du film de langue autre que française dans la province de Québec qui offrent leurs services moyennant rémunération."*

Thus, the AQPM and the producer recognize the Guild as the sole and exclusive agent for all writers included in such Recognition.

b) This Animation Section shall not apply to a person writing the lyrics of a feature film or of a television production when such a person is not contracted as the writer of that feature film or that television production.

c) Nothing in the present Appendix shall be interpreted as limiting any exclusive recognition granted to the Guild under the Act. Without limiting the generality of the foregoing, the Guild may continue to negotiate minimum working conditions or the application of the Animation Section with any producer not represented by the AQPM.

d) It is understood that for the moment the AQPM binds only its regular and trainee members to the provisions of the Animation Section. Permittee members are bound only for the production for which they have joined the AQPM.

When, and if, the AQPM is recognized under the Status of the Artist Act, this Animation Section will also bind all producers in Quebec included in the field of activity established under the Act.

e) Regardless of the field of activity included in the eventual recognition of the AQPM, if any, the AQPM always binds, to the entire provisions of this Animation Section, its regular and trainee members. Permittee members are bound only for the production for which they have joined the AQPM.

However, if any other group agreement is concluded between the Guild and another group of producers for a type of production covered by the IPA (e.g. industrial programs, videoclips, Digital Production, etc.) this Animation Section will cease to be applicable to members of the AQPM for that type of production on the day the other group agreement comes into force.

104 Subject to the provisions of Article 1 and the present Appendix, this Animation Section shall apply to all Animation Writers and Animation Story Editors contracted by any Producer who is bound to this Section. Nothing in this Animation Section shall prevent a Producer from freely obtaining the services of an Animation Writer or Animation Story Editor who may not be a member of the Guild in which case, s/he will be treated as a non-member under the terms of this Animation Section. The rates, terms and conditions for such Animation Writer or Animation Story Editor shall not be less than those provided in this Animation Section.

105 Animation Writer / Regular Employee Provisions

An Animation Writer who regularly binds himself to one or several producers by way of engagement contracts pertaining to specified writing services is deemed to be a Writer covered by the Animation Section and not to be a Regular Employee.

A Regular Employee, who is not an artist under the Status of the Artists Act, is an individual hired under an employment contract (verbal or written) for an indefinite period on a permanent basis and for whom deductions under Income Tax laws are duly made. A Regular Employee whose duties include writing and who is regularly engaged in creative aspects of production is not covered by this Animation Section.

The recognition procedure attached hereto as the “Regular Employee Status Procedure” shall apply.

Where a Regular Employee(s) and an Animation Writer(s) are working on the same Script Material, it is agreed that the Producer will contract the Animation Writer(s) for the applicable Script Material as provided in Article 3 of the Animation Section. In any case where the Producer claims the Regular Employee and the Animation Writer are working as a Team on Script Material, the agreement of the parties and the Guild will be sought prior to engagement and such agreement shall not be unreasonably withheld.

In any case in which a Regular Employee of a Producer who is not the sole writer claims or is accorded writing credit, the Producer shall automatically notify the Guild and an arbitration shall follow under the rules of 1024 to 1037. Only Regular Employees as defined above and Animation Writers contracted under this Animation Section or a guild agreement negotiated by a member of the International Affiliation of Writers Guilds ("IAWG") shall be eligible to receive writing credit on a Production.

106 Not applicable.

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

110 The regular, trainee and permittee members of the AQPM shall not be required to sign any letter of adherence or Voluntary Recognition Agreement (as per Schedule 1 of the Animation Section).
The Guild agrees not to permit a producer who is not a member of the AQPM from availing itself of this Agreement unless such producer signs a Voluntary Recognition Agreement as provided in Schedule 1 of the Animation Section and unless such producer remits the applicable administration fees provided in Article 401.

2. Translating Material Created in Any Language Other Than English
A. Nothing in this Article shall be interpreted as a limitation or a renunciation by the Guild to any exclusive recognition granted to the Guild under the Act.
B. When an Animation Writer is engaged to translate existing script material into Script Material (as defined in the Animation Section) from any language other than English into any language other than French without changing the dramatic structure, characters, tone or geographic location, the following terms shall apply:

a) The Script Fee shall be negotiable between the Animation Writer of the translation and the Producer.

b) The Animation Writer of the translation shall not be entitled to any Production Fee or Distribution Royalty.

c) The Script Fee shall be allocated and paid as follows:
   i) on signing of the contract: 25%
   ii) on delivery of the Script Material: 75%

d) Article 10 of the Animation Section shall apply to the Animation Writer of the translation with the following changes:
   (i) Each Animation Writer contributing to the translation of existing script material into on-screen Script Material as set forth above shall be entitled to the credit "TRANSLATED BY…".
   (ii) Animation Writers of translations shall not be counted towards the maximum number of Animation Writers set forth in the section LIMITATION OF NUMBER OF ANIMATION WRITERS.
   (iii) Position and size of the credit shall be set out in the Animation Writer's contract.
   (iv) Producer shall not be obligated to accord Animation Writer credit in advertising or publicity.

e) Nothing in this Article shall be interpreted as precluding the Animation Writer of the translation from receiving appropriate writing credits as set out in Article 10 of the Animation Section when providing other writing services.

f) In the event of a difficulty of interpretation or application of the present translation provisions, the Producer, the AQPM and the Guild agree to negotiate in good faith the terms and conditions of a mutually agreeable settlement.

3. Subject to the provisions of the Act, Appendix A (the Negotiation Protocol) shall apply in Quebec.

4. Unless otherwise expressly provided for, in the case of a conflict between the present Appendix and the Animation Section (including all Schedules), the present Appendix shall prevail.

5. In the case of a conflict between the Animation Section, including the present Appendix, and the Act, the said Act shall prevail.

SCHEDULE 4 – CONT.
REGULAR EMPLOYEE STATUS PROCEDURE

WHEREAS, by virtue of Article 105 of the Quebec Appendix (Animation Section) above, Quebec Producers' Regular Employees are not covered by the Animation Section;

WHEREAS the parties desire to establish a procedure to recognize Regular Employee status for a writer;

THE PARTIES HEREBY AGREE TO THE FOLLOWING:

1. When a Producer covered by the Animation Section wishes to hire a person as a Regular Employee who will write Script Material in the course of his or her employment, and claims that this employee is not an artist within the meaning of the Act, the Producer shall respect the following procedure:

    1.1 Within forty-five (45) business days of hiring the employee, or for persons already employed by the Producer, sixty (60) business days following the day this agreement becomes effective for the Producer, the Producer shall send to the Guild document(s) establishing that said person is one of its regular employees;
    1.2 In order that the Guild may determine the individual's Regular Employee status, the documents provided pursuant to Article 1.1 above shall contain information on the nature of the work to be performed, the remuneration and the Producer's degree of control over the employee.

2. Within thirty (30) days of receipt of the documents in Article 1.1, the Guild shall notify the Producer of its refusal to recognize the Regular Employee status. If there is no notification of refusal, Regular Employee status is thus recognized by the Guild. If the Producer is notified of refusal by the Guild within the above timelines, the matter will be referred to a Joint Standing Committee (or Arbitration, if applicable), which shall hear the case without delay.

3. Before the Joint Standing Committee or Arbitration convenes to hear the matter, or failing a majority decision of the Joint Standing Committee, the Guild may choose to refer the matter to the Commission, in which case the matter shall not go before the Joint Standing Committee or the Arbitration.

4. The Animation Section and its Schedules do not apply to the writing services of a person for whom Regular Employee status is recognized by the Guild, a Joint Standing Committee, an Arbitrator or the Commission.

5. The Regular Employee status so recognized for an individual shall remain as long as the conditions of his/her employment remain, even if such recognition was granted under a previous Animation Section. The Producer shall keep the Guild informed of any modification of the individual's employment in accordance with Article 1.

6. If a Producer fails to respect the timelines set forth in Article 1, the Guild may request that the Joint Standing Committee or Arbitrator fine the Producer from $20 to $200 for each day that the Producer is late. In assessing such penalties, the Joint Standing Committee or Arbitrator shall take into account the Producer's good or bad faith, any damages and disadvantages caused to the Guild, and the general conduct of both parties in this matter.

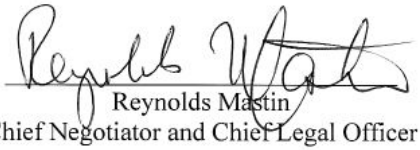
In witness whereof the parties have caused this Agreement to be executed this 16th day of March, 2015.

WRITERS GUILD OF CANADA

Jill Golick
President

Maureen Parker
Executive Director

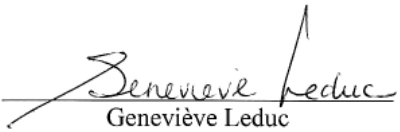
CANADIAN MEDIA
PRODUCTION ASSOCIATION



Reynolds Mastin
Chief Negotiator and Chief Legal Officer

ASSOCIATION QUÉBÉCOISE
DE LA PRODUCTION MÉDIATIQUE

Marie Collin



Geneviève Leduc
Director of Labour Relations and Counsel

APPENDIX A

NEGOTIATION PROTOCOL

THE WRITERS GUILD OF CANADA
(the "Guild")

and

THE CANADIAN MEDIA PRODUCTION ASSOCIATION

("the Association")

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

Definitions:

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

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

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

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

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

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

Recognition:

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

2.2 The Guild recognizes the Association as the sole and exclusive bargaining agent for all producers who execute a Voluntary Recognition Agreement, as attached.

2.3 Upon notice being given by the Guild, the Association shall provide the Guild with a current list of all member producers within thirty (30) days of receipt of said notice.

2.4 The Guild shall not enter into separate negotiations or collective agreements with any member producer, nor shall it enter into separate agreements with any such member producer with respect to matters dealt with in negotiations or collective agreements between the Guild and the Association.

2.5 Except by prior agreement with the Association, the Guild shall not enter into any agreement with any Producer in independent production at rates or terms more favourable to such Producer than those set forth in this Agreement and shall not permit Writers, Story Editors or Story Consultants to be engaged at rates less than those provided for herein or upon terms more favourable to such Producer than set forth herein.

2.6 The Guild agrees to recognize the negotiating team as appointed by the Association as the sole bargaining agent for all Producers.

3. Agreement to Follow Terms of Protocol

3.1 The above parties to the IPA agree to the terms of this Negotiation Protocol which is included as an Appendix to the IPA, the provisions of which shall govern the Parties including all producers who are signatory to a Voluntary Recognition Agreement and their negotiations for the renewal of this Agreement.

4. Agreement to Bargain in Good Faith

4.1 The parties agree to meet within forty-five (45) days of notice having been given pursuant to Article A113 and to commence to bargain in good faith and to make every reasonable effort to enter into a new Agreement.

5. Freeze

5.1 While bargaining continues, and until the right to strike or lock out has accrued

pursuant to this Protocol, the terms and conditions of the current IPA shall continue in full force and effect and neither party nor any producer shall threaten to alter or alter any of the terms thereof. In particular, without limiting the generality of the foregoing no Producer shall alter any rates or any other term of the current IPA or any right or privilege of the Writers in the bargaining unit or any right or privilege of the Guild until the requirements of paragraph 7.1 have been met, unless the Guild consents to the alteration in writing.

6. Conciliation

6.1 Where a party considers that reasonable efforts to enter into a new Agreement have been made, the said party may request the assistance of a conciliation officer. Such a request shall be made by the party giving written notice to the other party or parties of its desire to obtain the assistance of a conciliation officer. Such notice shall contain the names of three persons who the party giving notice is prepared to accept as a conciliation officer. The proposed officers shall be neutral persons who have no direct interest in the subject matter of the negotiations, and who have not acted as employee, agent or advisor, for either of the parties or an interested party in any previous proceedings between the parties or their members.

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

6.3 Where a conciliation officer has been agreed to by the parties or appointed by the Federal Minister of Labour, such officer shall forthwith confer with the parties and endeavour to assist them in entering into a new Agreement.

6.4 The parties agree to co-operate with such conciliation officer and to make every reasonable effort to enter into a new Agreement.

6.5 After the parties have met with such officer and made every reasonable effort to enter into a new Agreement without success, either party shall have the right to request a report from the conciliation officer. Such report shall be sent to all parties and to the Federal Minister of Labour and advise the parties that a new Agreement has not been made.

6.6 The parties agree that the fees and expenses of such conciliation officer, if not paid by the Federal Department of Labour, shall be paid equally by the Guild, and by the Association.

7. No Strike or Lockout

7.1 The parties agree that the Guild shall not declare or authorize a strike against any Producer until the term of the Agreement has expired and until fifteen (15) days have elapsed from the date on which the conciliation officer sent the report to the parties and the Minister as set out in Article 6.5.

7.2 The parties agree that neither the Association nor any Producer who is signatory to a Voluntary Recognition Agreement shall declare or cause a lock out, until the term of the Agreement has expired and until fifteen days have elapsed from the date on which the conciliation officer sent the report to the Minister as set out in Article 6.5.

7.3 The parties to this Agreement, the individual members of the Guild and all of the Producers who are signatory to a Voluntary Recognition Agreement agree that the Guild shall be authorized and permitted to call a strike in compliance with the terms of this Appendix, notwithstanding the fact that the Guild may not have complied with the statutory provisions of any labour legislation in any of the provinces or territories of Canada and further agree that the Guild and its members shall be entitled to legally strike in any such province or territory so long as the provisions of this Appendix have been adhered to.

7.4 The parties to this Agreement, the individual members of the Guild and all of the Producers who are signatory to a Voluntary Recognition Agreement agree that the Association shall be authorized and permitted to declare a lock out in compliance with the terms of this Appendix notwithstanding the fact

that the Producers may not have complied with the statutory provisions of any labour legislation in any of the provinces or territories of Canada and further agree that the Association shall be entitled to legally declare such lock out in any such province or territory so long as the provisions of this Appendix have been adhered to.

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

8. Dispute Resolution

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

8.2 The Guild shall make any allegations pursuant to Article 8.1 of this Appendix or of a violation of any of the provisions of this Appendix, by means of a Notice, setting out the particulars upon which the allegations are based. The Notice shall be sent by Fax and by Registered Mail to the producer(s) and the Association.

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

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

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

9. Arbitration

9.1 The arbitrator shall be selected from among the following list proceeding sequentially, based on which person has a date available forty-five (45) days from the date of the referral, or as agreed by the parties:

Louisa Davie
Rick McDowell
Paula Knopf
Kevin Burkett
Michel Picher

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

(a) to summon and enforce the attendance of witnesses and compel them to give oral or written evidence on oath and to produce such documents and things as the Arbitrator deems requisite to the full investigation and consideration of any matter within its jurisdiction that is before the Arbitration in the proceedings;

(b) to administer oaths and solemn affirmations;

(c) to receive and accept such evidence and information on oath, affidavit or otherwise as the Arbitrator in her or his discretion sees fit, whether admissible in a court of law or not;

(d) to examine, in accordance, with any regulations of the Canada Labour Relations Board, such evidence as is submitted to her or him respecting the membership of any employees in a trade union;

(e) to make such examination of records and such inquiries as it deems necessary;

(f) to require a producer to post and keep posted in appropriate places any notice that the Arbitrator considers necessary to bring to attention of any Writers any matter relating to the proceeding;

(g) subject to the *bona fide* productions requirements, enter any premises of a producer and to inspect any work, material, documents, financial records and any other thing and interrogate any person respecting any matter that is before the Arbitrator in the proceeding;

(h) to authorize any person to do anything the Arbitrator may do under paragraphs a. to g., inclusive and to report to the Arbitrator thereon;

(i) to adjourn or postpone the proceeding from time to time;

(j) to abridge or enlarge the time for instituting proceeding or for doing any act, filing any document or presenting any evidence in connection with the proceeding;

(k) to amend or permit the amendment of any document filed in connection with the proceeding; and

(l) to add a party to the proceeding at any stage of the proceeding.

9.3 The parties agree and acknowledge that the Arbitrator has exclusive jurisdiction to exercise the powers conferred upon it by the provisions of this Appendix and to determine all questions of fact and law that arise in any matter before him or her. The finding of an Arbitrator as to the facts and as to the meaning or violation of the provisions of this Appendix shall be conclusive and binding upon all parties concerned, but in no case shall the Arbitrator be authorized to alter, modify or amend any part of this Agreement.

9.4 The parties agree and acknowledge that the Arbitrator shall have the authority to order such remedy as is necessary to give real and substantial relief to any aggrieved party and in so doing may determine what, if anything, a producer, an Association, the Guild or a writer shall do or refrain from doing.

9.5 Where, in the opinion of the arbitrator, two or more persons, corporations or other entities constitute a common producer, the arbitrator shall so declare and such declaration shall have the effect that the persons, corporations or entities shall be treated as a single producer under this agreement. Without limiting the Arbitrator's general remedial powers, the Arbitrator may order that a member producer assume all rights and obligations, under the IPA (or the terms and conditions of the IPA as frozen by this Agreement) and any individual contract with a writer, of any person, corporation or other entity.

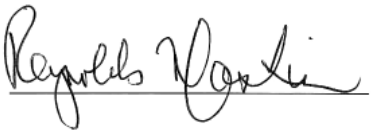
9.6 Where, in the opinion of the arbitrator, a person, corporation or other entity is a successor producer, the arbitrator shall so declare and such declaration shall have the effect that the successor producer shall assume all rights and obligations of the member producer under the IPA (or the terms and conditions of the IPA as frozen by this Appendix) and any individual contract with a writer.

9.7 In the event that a successor producer does not comply with its obligations resulting from a declaration under Article 9.6 of this Appendix within thirty

(30) days, the Guild may bring the matter back before the Arbitrator, who, upon proof of non-compliance, shall declare that the member producer remains liable with respect to any obligations under the IPA (or the terms and conditions of the IPA as frozen by this Appendix) and any individual contract with a writer, as if no sale had been made.

Dated this 16th day of March, 2015.

The Canadian Media Production Association, per:



The Writers Guild of Canada per:

APPENDIX B

(See Article A104)

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

VOLUNTARY RECOGNITION AGREEMENT
(Bargaining Authorization and Voluntary Recognition Agreement)

I, _____(Insert name of individual) on behalf of the Producer hereby acknowledge receipt of the Independent Production Agreement dated March 16, 2015 to December 31, 2017 covering Freelance Writers of Theatrical Films, and Television Programs and other Production between the Canadian Media Production Association (CMPA), the Association québécoise de la production médiatique (AQPM), and the Writers Guild of Canada (the Guild) and state that I am authorized to execute this Agreement on behalf of _____, (the "Producer").

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

The Producer recognizes that the Guild is the exclusive bargaining agent of Writers, Story Editors and Story Consultants as defined in the IPA and recognizes the Producers' Association of which it is a member as the Producer's sole and exclusive bargaining agent.

We hereby certify that we are/are not a member in good standing of the following organization(s):

For CMPA Members:

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

Membership No. _____

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

OR:

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

A copy of this Voluntary Recognition Agreement shall be forwarded to the CMPA or both the CMPA and the AQPM if the Producer is located in Quebec.

Dated this _____day of _____, 20__

_____
(Name of Signatory Producer)

_____

_____
(Address of Signatory Producer)

_____
(Phone and fax number of Signatory Producer)

_____
(Authorized Signature)

_____
(Print or type name of Authorized Signatory)

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

_____
(Authorized Signature)

_____
(Print or type name of Authorized Signatory)

_____
(Date)

APPENDIX C

(See Article A704)

IPA 2015-2017

STANDARD WGC WRITER'S AGREEMENT

Name of Production:_____

Name of Episode (if applicable):_____

Effective as of : _____

Producer: _____

Address: _____
_____
_____

Writer's Loan-out Company (if applicable):_____

Writer: _____
WGC Number (if applicable):_____ WGA member: Yes/No

Address: _____ GST Number: _____
_____ Provincial tax number:
_____ _____

If writing as a team:
Writer's Loan-out Company (if applicable):_____

Writer: _____
WGC Number (if applicable):_____ WGA member: Yes/No

Address: _____ GST Number: _____
_____ Provincial tax number:
_____ _____

Type of Program:_____ Broadcast Length:_____

Contracted Under Article:_____

Tentative Credit:_____

Script Material contracted for:_____

Script Fee: $_____
(which Script Fee is an advance against any Production Fee)

Based on material supplied by Producer: No _ Yes _

Specify:_____

Writers previously engaged on the Production:
_____

Overscale amounts payable when:_____

Cheques shall be made payable to:_____

Delivery dates – on or before:

Stage:_____	Delivery Date:_____
Stage:_____	Delivery Date:_____
Stage:_____	Delivery Date:_____
Stage:_____	Delivery Date:_____

To be agreed upon _

1. This agreement is subject to the terms of the current WGC Independent Production Agreement ("IPA"). All the terms of the IPA shall be deemed to be included herein, except where specific terms more beneficial to the Writer are included in this agreement in place of the relevant minimum terms in the IPA. If in any other respect any provisions of this agreement conflict with the terms and conditions of the IPA, then the IPA shall prevail, and in such event the conflicting provisions of this agreement shall be deemed to be modified to the extent necessary to cause it to conform to the terms and conditions of the IPA and, as modified, this agreement shall continue in full force and effect.

2. All additional terms must be attached as a rider hereto.

Producer	Writer's Loan-out Company	Writer's Loan-out Company
_____	_____	_____
Per	Per	Per
Date: _____	Date: _____	Date:_____
_____	_____	_____
Writer	Writer	Writer
(If no Loan-out Company)		
Date: _____	Date: _____	Date:_____

Within seven (7) days of signing, the Producer shall forward a copy of this contract to the WGC and the CMPA (or CMPA and AQPM if the contract is covered by Appendix Q of the IPA and/or if the Producer is located in Quebec) (per A707). Contracts need only be deposited with the CMPA as of January 1, 2016.

APPENDIX D

(See Article A704)

IPA 2015-2017

STANDARD WRITERS GUILD OF CANADA STORY EDITOR'S AGREEMENT

Effective as of: _____

Producer: _____

Address: _____

_____

_____

Story Editor's Loan-out Company (if applicable): _____

Story Editor: _____**WGC Number:** _____

Address: _____ **GST No:** _____

_____ **Provincial tax No:** _____

_____ **WGA member: Yes/No**

If working as a team:

Story Editor's Loan-out Company (if applicable):_____

Story Editor: _____**WGC Number:**_____

Address: _____ **GST No:** _____

_____ **Provincial tax No:** _____

_____ **WGA member: Yes/No**

Type of Program: __Television Series____

Broadcast Length:_____ Contracted Under Article: ____A8____

Name of Production: _____

Name of Episode (if applicable): _____

Tentative Credit: _____

Service Provided: _____

Fee*: $_____
please indicate if this is daily fee/ per week/per month or per episode

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

Aggregate Fee (including services contracted in additional capacities): _____

Based on material supplied by Producer: No _____ Yes_____

Specify: _____

Cheques shall be made payable to:
_____

_____

_____

Term of work engagement: _____ **Start date**

_____ **Completion date**

1. This agreement is subject to the terms of the current WGC Independent Production Agreement ("IPA"). All the terms of the IPA shall be deemed to be included herein, except where specific terms more beneficial to the Writer are included in this agreement in place of the relevant minimum terms in the IPA. If in any other respect any provisions of this agreement conflict with the terms and conditions of the IPA, then the IPA shall prevail, and in such event the conflicting provisions of this agreement shall be deemed to be modified to the extent necessary to cause it to conform to the terms and conditions of the IPA and, as modified, this agreement shall continue in full force and effect.

2. All additional terms must be attached as a rider hereto.

Producer	**Story Editor** **Loan-out Company**	**Story Editor** **Loan-out Company**
Per:_____	**Per:**_____	**Per:**_____
Date: _____	**Date:**_____	**Date:**_____

Story Editor
(if no loan-out company)

_____	_____	_____
	Story Editor	**Story Editor**
	Date:_____	**Date:**_____

Option to extend services: **No _____ Yes_____**
Terms:_____

Within seven (7) days of signing, the Producer shall forward a copy of this contract to the WGC and the CMPA (or CMPA and AQPM if the contract is covered by Appendix Q of the IPA and/or if the Producer is located in Quebec) (per A707). Contracts need only be deposited with the CMPA as of January 1, 2016

APPENDIX E

(See Article A707, Animation Section Article 125)

NOTICE OF ENGAGEMENT
(to be faxed to the WGC)

Date:

Name of Production:

Producer:

Address:

The individual(s) named below have been engaged on the above-noted program.

Name of Writer (indicate if Team)	Engagement (specify, i.e. Teleplay, Story Editor)	Gross Fee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Executed contracts will be forwarded within seven (7) days of signing.

Authorized Signature Date

_____ _____

A Notice of Engagement form as in Appendix E shall be filed with the Guild if there is not yet a signed contract. A copy of every contract between a Writer or Story Editor or Story Consultant and any Producer adhering to this Agreement shall be deposited with the Guild office by the Producer within seven (7) days of the signing of the contract.

APPENDIX F

(See Articles A921, C1002)

NOTICE OF INTENDED WRITING CREDITS

The Writers Guild of Canada Independent Production Agreement states that **at least 15 days prior to the first scheduled day of principal photography or, in the case of a Documentary, on recording of the final narration or at the fine cut if there is no narration recording,** the Producer shall deliver concurrently to the WGC and all Writers, Story Editors and Story Consultants who have been engaged on the project, a draft of the intended writing credits.

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

Production Title:_____

Episode Title:_____

Type of Production: _____
(i.e. Feature, TV Drama, TV Doc, TV Variety)

Production Company: _____

Producer(s): _____

WRITERS: _____

A) The proposed writing credits on screen are:
(As per the Credits Section of the Writers Guild IPA, **Articles A903 – A911,** the acceptable list of writer credits includes only these wordings: By, Written By, Screenplay by*, Teleplay by*, Story by**, Screen Story by**, Documentary Script by, Narration Written by, Contributing Writer, Continuity Writer. Any variation from these terms must be approved by the WGC.)
* Used **only** in conjunction with a "Story by" or "Screen Story by" credit
** Used **only** in conjunction with a "Screenplay by" or "Teleplay by" credit

continued on page 2

B) Production personnel sharing credit

If an individual proposed for writing credit is a director, or a Producer or Executive Producer of the program, please indicate here, in accordance with Article A901:

Name	Position
Name	Position

C) Placement of writer credits (Per Article A918 of the IPA):

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

The proposed placement of the writing credit is:

	(in head credits)		(in tail credits)
☐	(any other credit), Writer, Director	☐	Director, Writer, (any other credit)
☐	Producer, Writer, Director	☐	Director, Writer, Producer
☐	Writer, Producer, Director	☐	Director, Producer, Writer

D) Story Editors/Story Consultants

The proposed credits for Story Editors/Story Consultants on screen are:

Please copy this form to all writers who have been engaged on the project.

Authorized Signature_____

Date_____

APPENDIX G

(See Article A1110)

DECLARATION OF RECEIPTS AND DISTRIBUTION ROYALTY PAYMENTS

The Independent Production Agreement requires the payment of a Distribution Royalty based upon Distributors' Gross Revenue to all credited Writers as provided in Article C11 of the IPA. Such Royalty payments are made at least annually and as per the required reporting period and must be accompanied by a statement of all Distributors' Gross Revenue in accordance with the following Distribution Royalty Payment Form. Insurance and Retirement contributions and Writer deductions must be remitted in relation to Distribution Royalty payments. In the case of a limited company, certification must be by an officer or director of the company.

The Distribution Royalty Payment Form contains separate first pages for single productions and series. All subsequent pages are to be included for all projects.

In accordance with the terms of the Distributor's Assumption Agreement:
a) a Distributor shall be under no obligation to pay Distribution Royalties pursuant to the IPA and this Distributor's Assumption Agreement until such time as the aggregate Distributors' Gross Revenue exceeds one hundred percent (100%) of the Budget less any Canada Media Fund licence fee top-up, and

b) if more than one party (i.e. the Producer and one or more Distributors, or more than one Distributor) reports Distributors' Gross Revenue for a project, for the reporting period that coincides with the point where Distributors' Gross Revenue exceeds one hundred percent (100%) of the total Budget less any Canada Media Fund licence fee top-up, the Guild shall notify the Producer and all Distributors who have signed a Distributor's Assumption Agreement of the pro-rata portion of Distributors' Gross Revenue to be reported by the Producer and/or each Distributor for inclusion on the Distribution Royalty Payment form.

DISTRIBUTION ROYALTY PAYMENT FORM
(see following)

APPENDIX G

INDEPENDENT PRODUCTION AGREEMENT 2015-2017 (Article A1110)

STATEMENT OF DISTRIBUTORS' GROSS REVENUE

SINGLE PRODUCTION WGC PROJECT ID

Section ❶ Filed By:

Company _____ Producer ❑ Distributor ❑ Rights Holder ❑

Address _____

Contact _____ Phone _____ Fax _____

Section ❷ Production Information:

Final Title _____ Previous Title _____

Production Company _____ Year Produced _____

Included in a Distribution Package (Article A1110 (v))? YES ❑ NO ❑ Budget **$**_____

Official Treaty Co-Production? YES ❑ NO ❑ CMF licence fee top-up $_____ (if applicable)

Head Distributor _____ Delivered to Distributor on m m / d d / y y y y

Section ❸ Report Summary:

Cumulative, All Periods of Distribution to: mm / d d / y y y y **Due Date** m m / d d / y y y y (Article A1110 ii)

Distributors' Gross Revenue (From Section ❺, Page 2)		$_____	**A**
If reporting in a period where the Aggregate Distributor's Gross Revenue exceeds the project budget - CMF licence fee top-up, (as confirmed by the WGC), complete lines B to J			
WGC confirmed pro-rata portion of Aggregate Distributor's Gross		$_____	**B**
Royalty Base (Line **A** – Line **B**) (**If greater than $0.00 proceed to Line D**)		$_____	**C**
Royalty Payable	(Line **C** X **3.2 %**)	$_____	**D**
Less: Prior Royalty Payments (If applicable)		$_____	**E**
Royalty Payable With This Report	(Line **D** – Line **E)**	$_____	**F**
Administration Fee (If applicable)	(Line **D** X 2%) $_____		
GST	$_____	$_____	**G**
Total Payable to WGC for Credited Writers (Line F +Line G)		$_____	**H**
Total Payable to AFBS	**(Line D X 12%)**	$_____	**I**

Section ❹ **Interest Payable**:

Date Filed m m / d d / y y y y Due Date m m / d d / y y y y

Number of months late _____ **Interest Payable (Article A1103)** $_____ **J**

Certification

Certified correct: _____ Date: _____

Signature

_____ Title: _____

Authorized Official (Print or Type)

APPENDIX G

INDEPENDENT PRODUCTION AGREEMENT 2015-2017 (Article A1110)

STATEMENT OF DISTRIBUTORS' GROSS REVENUE

SERIES PRODUCTION WGC PROJECT ID

Section ❶ **Filed By:**

Company _____ Producer ❑ Distributor ❑ Rights Holder ❑

Address _____

Contact _____ Phone_____ Fax_____

Section ❷ **Production Information:**

Final Title _____ Previous Title _____

Production Company _____ Year Produced _____

Included in Distribution Package (Article A1110) ? YES ❑ NO ❑ Official Treaty Co-Production? YES ❑ NO ❑

Head Distributor _____ Delivered to Distributor on m m / d d / y y y y

Budget **$**_____ Ep. Budget **$**_____ CMF licence fee top-up $_____ (if applicable)

Section ❸ **Report Summary:**

Cumulative, All Periods of Distribution to: m m / d d / y y y y Due Date m m / d d / y y y y (Article A1110 ii)

Distributors' Gross Revenue (Section ❺, Page 2) **Total** $_____ **Per Episode** $_____ **A**

If reporting in a period where the aggregate Distributor's Gross Revenue exceeds the project budget - CMF licence fee top-up, (as confirmed by the WGC) complete lines B to K

Per episode WGC confirmed pro-rata portion of Aggregate Distributor's Gross			**B**
Per Episode Royalty Base (Line **A** – Line **B**) (**If greater than $0.00 proceed to Line D**)			**C**
Per Episode Royalty Payable(**Line C X 3.2%)**			**D**
Total Royalty Payable **(Episodes to which WGC Royalties apply ____ X Line D**)			**E**
Prior Royalty Payments (If Applicable)			**F**
Royalty Payable With This Report (**Line E – Line F)**			**G**
Administration Fee (If applicable) **(Line G X 2%)**			
GST			**H**
Total Payable to WGC for Credited Writers (Line G +Line H)			**I**
Total Payable to AFBS (Line G X 12%)			**J**

Section ❹ Interest Payable:

Date Filed m m / d d / y y y y Due Date m m / d d / y y y y

Number of months late _____ **Interest Payable (Article A1103)** $_____ **K**

Certification

Certified correct: _____ Date: _____

Signature

_____ Title: _____

Authorized Official (Print or Type)

APPENDIX G

INDEPENDENT PRODUCTION AGREEMENT 2015-2017 (Article A1110)

STATEMENT OF DISTRIBUTORS' GROSS REVENUE

ALL PRODUCTIONS

Section ❺ **Distributors' Gross Revenue**

Pre-Sales: (Article C1103(c))

Specify Source_____ $_____

Specify Source_____ $_____

Specify Source_____ $_____ $_____ ①

Distribution Revenue:

Received by the Producer: (Specify Name)_____

From Regular Distribution (From List of Distribution Territories, Section ❻) $_____

From Package Exploitation (Article A1110 (v)) (Section ❼) $_____

From Treaty Co – Production (Section ❽) $_____

From Collective Societies and Similar Agencies $_____ $_____ ②

Received by the Head Distributor: (Specify Name)_____

From Regular Distribution (From List of Distribution Territories, Section ❻) $_____

From Package Exploitation (Article A1110 (v)) (Section ❼) $_____

From Treaty Co – Production (Section ❽) $_____ $_____ ③

Received by Sub Distributors: (Specify Name)_____

(Specify Name)_____

(Specify Name) _____

From Regular Distribution (From List of Distribution Territories, Section ❻) $_____

From Package Exploitation (Article A1110 (v)) (Section ❼) $_____

From Treaty Co – Production (Section ❽) $_____ $_____ ④

Other Revenue:

Compact Devices (Article C1103(d)):

Typical Sell-Through $_____ X 20% $_____

Less than Typical Sell-Through $_____ X 10% $_____ $_____ ⑤

Other Revenue Streams:

Specify_____ $_____

Specify_____ $_____

Specify_____ $_____ $_____ ⑥

Total Distributors' Gross Revenue (To Line A, Section ❸, Page 1) $_____

APPENDIX G

INDEPENDENT PRODUCTION AGREEMENT 2015-2017 (Article A1110)

STATEMENT OF DISTRIBUTORS' GROSS REVENUE

ALL PRODUCTIONS

Section ❻ **Distribution Territories**

Territory and Media Licensed	Distribution Revenue Collected	License Period	
		In Perpetuity	Period Ending
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
		❑	m m / d d / y y y y
IF INSUFFICIENT SPACE, PLEASE ATTACH A LIST.			

APPENDIX G

INDEPENDENT PRODUCTION AGREEMENT 2015-2017 (Article A1110)

STATEMENT OF DISTRIBUTORS' GROSS REVENUE

ALL PRODUCTIONS

Section ❼ Package Distribution

Title	Production Company	Allocation of Revenue	
		%	Dollars
Total Package Value			
Total This Project (To Section ❺, Page 2)			
IF INSUFFICIENT SPACE, PLEASE ATTACH A LIST.			

Section ❽ Official Treaty Co-Productions

Canadian Co-Producer_____

Exclusive Territories	Revenue	

Other Co-Producers_____

Territories	Revenue			
	Gross	%	CDN Prod'r	
Total Co-Production Revenue – Transfer to Section ❺, Page 2				

APPENDIX H

Distributor's Assumption Agreement
(See Article A1114)

The Distributor shall sign the following Distribution Assumption Agreement on its own letterhead and forward it to the Guild office.

Whereas
_____ (Company Name)
_____ (Address)
_____
_____
_____

(the "Distributor")

has acquired from
_____ (Company Name)
_____ (Address)
_____
_____
_____

(the "Producer")

certain rights in the Production entitled
_____(the "Production");

And Whereas the Production was produced pursuant to the Writers Independent Production Agreement, covering Writers in Independent Production between the Writers Guild of Canada (Guild), Association québécoise de la production médiatique (AQPM) and the Canadian Media Production Association (CMPA) in effect from March 16, 2015 to December 31, 2017 (the "IPA");

The parties hereto agree as follows:

1. In consideration of the Guild agreeing to the licence, conveyance, sale, disposition or other transfer of the rights described herein in the Production to the Distributor, the Distributor agrees that it, its successors, assigns, and

related companies that are not dealing at arm's length (collectively the Distributor), are bound by all continuing obligations contained in the IPA to report and remit Distribution Royalties to the Writer(s) of the Production payable under Parts A and C of the IPA. The Distributor acknowledges receipt of the IPA and warrants that all Distribution Royalty payments that shall become due and payable pursuant to the IPA shall be paid under the terms and conditions contained in the IPA.

For greater certainty, the Distributor shall be under no obligation to pay Distribution Royalties pursuant to the IPA and this Distributor's Assumption Agreement until such time as the aggregate Distributors' Gross Revenue exceeds one hundred percent (100%) of the Budget less any Canada Media Fund licence fee top-up.

Only for the reporting period that coincides with the point where Distributors' Gross Revenue exceeds one hundred percent (100%) of the total Budget less any Canada Media Fund licence fee top-up, the amount of Distribution Royalty to be paid by the Distributor, if more than one Distributor reports Distributors' Gross Revenue for such period, shall be calculated on a pro-rata basis in accordance with the Distributors' Gross Revenue reported by that Distributor for this period for its territories listed in Paragraph 2 (b) below as compared to total Distributors' Gross Revenues reported for such reporting period.

For each successive reporting period, the Distribution Royalty shall be payable by each Distributor on all of its further Distributor's Gross Revenues for its territories listed in Paragraph 2 (b) below.

2. The Distributor is distributing or licensing the Production:

a) i) in perpetuity (i.e. for the period of copyright and any renewals thereof), or

ii) for a limited term of _____years, subject to renewal rights as follows: _____.

b) Territories: (please provide list)

i) _____

ii) _____

iii) _____

iv) _____

v) _____

3. The Distributor acknowledges and agrees that its right to distribute or license the Production or to in any way exploit the rights in the Production that it is licensing, shall be subject to and conditioned upon the prompt payment of Distribution Royalty payments to the Guild, in respect of the Writers of the Production. It is agreed that the Guild shall be entitled to pursue all remedies available at law, in the event that such payments are not made when due, in addition to the remedies provided for in the IPA.

4. The Distributor acknowledges that in accordance with Article A1110, the aggregate Distribution Royalty payments are due at least annually while the production is in distribution, which payments are to be sent along with the reports showing Gross Revenue during the preceding time period. The Distributor shall also make available for inspection by the Guild all statements delivered to the Producer or to government funding agencies or financiers regarding Gross Revenue. Any payments received after the due date shall be subject to interest as per Article A1103.

5. The Distributor acknowledges its obligation under Article A1110 that while it is holding the aggregate Distributor's Gross Revenue, prior to its disbursement, such revenue is deemed to be held in trust for the Writers until disbursement to the Guild. In the enforcement of this Article, the Guild, subject to its rights as a creditor, shall agree to not hold any employee of the Producer (or the Distributor) liable for negligence, provided that such employee acts in a bona fide fashion.

6. The Distributor will only be relieved of its obligations to the Guild or the Writer(s) hereunder upon any sale or other disposition of the Production or any rights in the Production to a third party, if the third party which acquires the Production or any such rights signs an Assumption Agreement in this form with Distributor and the Guild.

7. The Guild hereby relieves the Producer of its obligations under the IPA with respect to the Production to the extent that the obligations are assumed by the Distributor hereunder pursuant to this Assumption Agreement.

8. The parties hereto acknowledge that any dispute arising from the interpretation, administration or enforcement of this Agreement and the relevant Articles of the IPA shall be submitted to final and binding arbitration under Article A5.

9. The parties undersigned agree that Ontario law governs this agreement and agree in advance to the jurisdiction of Ontario courts over any dispute arising out of breach or default of this agreement.

Dated this _____ day of _____ ,
_____

Distributor
Per: _____/_____
(print name / title)

Writers Guild of Canada

Per: _____/_____
(print name / title)

Producer
Per: _____/_____
(print name / title)

APPENDIX I

(See Article A1113(a))

PURCHASER'S ASSUMPTION AGREEMENT ON TRANSFER OF RIGHTS IN A PRODUCTION MADE FROM SCRIPT MATERIAL

WHEREAS_____("Purchaser") has acquired from _____ ("Producer") certain rights in the production entitled _____("Production") which was made from_____(the "Script Material") written by _____("Writer");

AND WHEREAS the rights to the Script Material were acquired by Producer pursuant to the Independent Production Agreement covering Freelance Writers of Theatrical Films, Television Programs and other Productions between the Canadian Media Production Association (CMPA), Association québécoise de la production médiatique (AQPM) and the Writers Guild of Canada (the "Guild") dated March 16, 2015 to December 31, 2017 (the "IPA");

The parties hereto agree as follows:

1. The Purchaser is hereby bound by all continuing obligations contained in the IPA with respect to the Script Material and the Production; and, without limiting the generality of the foregoing, the Purchaser will pay when due all payments required by the IPA to be paid by the Producer to or for the Writer in respect of the Script Material and the Production, including Distribution Royalty.

2. The Purchaser will be relieved of its obligations to the Guild upon any sale or other disposition of the Production or any rights in the Production only if the party which acquires the Production or any such rights signs an Assumption Agreement with the Purchaser and the Guild.

3. The Guild hereby relieves the Producer of its obligations under the IPA with respect to the Script Material and the Production.

Dated this day of , 20__ .

Purchaser (Authorized Signature)

_____

Per

_____

Print or type name

Producer (Authorized Signature)

_____

Per

_____

Print or type name

Writers Guild of Canada

_____

Per

APPENDIX J

(See Article A711 and A1113(b))
PURCHASER'S ASSUMPTION AGREEMENT ON TRANSFER OF RIGHTS IN SCRIPT MATERIAL

WHEREAS_____("Purchaser") has acquired from _____ ("Producer") certain rights in _____(the "Script Material") written by _____("Writer");

AND WHEREAS the rights to the Script Material were acquired by Producer pursuant to the Independent Production Agreement covering Freelance Writers of Theatrical Films, Television Programs and other Productions between the Canadian Media Production Association (CMPA), Association québécoise de la production médiatique (AQPM) and the Writers Guild of Canada (the "Guild") dated March 16, 2015 to December 31, 2017 (the "IPA");

The parties hereto agree as follows:

1. The Purchaser is hereby bound by the IPA with respect to the Script Material and any production based on the Script Material as if the Purchaser had been an original party thereto; and without limiting the generality of the foregoing, the Purchaser will pay when due all payments required by the IPA to be paid by the Producer to or for the Writer in respect of the Script Material, including the Production Fee, and Distribution Royalty.

2. The Purchaser will be relieved of its obligations to the Guild upon any sale or other disposition of the Script Material or in any production made from the Script Material, only if the party which acquires such rights or production signs an Assumption Agreement with the Purchaser and the Guild.

3. The Guild hereby relieves the Producer of its obligations under the IPA with respect to the Script Material and any production made from the Script Material.

Dated this day of , 20__.

Purchaser (Authorized Signature)

_____

Per

_____

Print or type name

Producer (Authorized Signature)

_____

Per

_____

Print or type name

Writers Guild of Canada

_____

Per

APPENDIX K
BUDGET CERTIFICATION

(See Article C1002)

(to be printed on letterhead of Completion Guarantor or government agency)

The undersigned _____ (insert name of Completion Guarantor or government agency) is the Completion Guarantor (if government agency describe nature of involvement) for _____ (insert name of production) being produced by _____ (insert name of production company).

We confirm that the attached budget top-sheet dated _____ (insert date), having a total production cost (including but not limited to above- and below-the-line, all amortized and episodic expenses) of _____ is the budget approved by us for this production.

For series, indicate # of episodes: _____

For co-productions, please complete the following:
The production is a co-production. Yes _____ No _____

This budget figure represents the total production cost, total herein defined as all costs incurred by all producers. Yes _____ No _____

Dated this _____ day of _____, 2_____.

_____
(Signature of signing officer)

_____
(Print or type name)

APPENDIX L
BLENDED PRODUCTION

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

1. a) In the case of a Blended Production where fifty-one percent (51%) or more of the longest initial version of the program consists of live-action content, the Writer(s) shall be contracted under the general provisions of the Independent Production Agreement.

b) In the case of a Blended Production where fifty-one percent (51%) or more of the longest initial version of the program consists of animation content, the Writer(s) shall be contracted under the Animation Section.

2. Where a program does not clearly fall into 1 a) or b) above, the Guild, the Producer and the relevant Association shall discuss the appropriate contracting for the program. Where the parties above are unable to agree, the matter shall be referred to a Joint Standing Committee, or, at the request of any of the parties, to Arbitration.

APPENDIX M
(See Section F)
IPA 2015-2017
STANDARD WGC WRITER'S AGREEMENT
FOR DIGITAL PRODUCTION

Effective as of: _____

Producer: _____

Address: _____
_____
_____

Writer's Loan-out Company (if applicable):_____

Writer: _____ WGC Number:_____

Address: _____ GST Number: _____
_____ Provincial tax number:
_____
_____ WGA member: Yes/No

If writing as a team:
Writer's Loan-out Company (if applicable):_____

Writer: _____ WGC Number:_____

Address: _____ GST Number: _____
_____ Provincial tax number:
_____
_____ WGA member: Yes/No

Name of Production:_____

Name of Episode (if applicable):_____

Length of program or length of engagement:_____

Tentative Credit:_____

Script Material contracted for:_____

Fee: $_____

Fee for use: _____

Based on material supplied by Producer: No _ Yes _

Specify:_____

Writers previously engaged on the Production:
_____

Cheques shall be made payable to:
_____

Delivery dates – on or before:

Stage:_____	Delivery Date:_____
Stage:_____	Delivery Date:_____
Stage:_____	Delivery Date:_____
Stage:_____	Delivery Date:_____

To be agreed upon _

1. This agreement is subject to the terms of the current WGC Independent Production Agreement ("IPA"). All the terms of the IPA shall be deemed to be included herein, except where specific terms more beneficial to the Writer are included in this agreement in place of the relevant minimum terms in the IPA. If in any other respect any provisions of this agreement conflict with the terms and conditions of the IPA, then the IPA shall prevail, and in such event the conflicting provisions of this agreement shall be deemed to be modified to the extent necessary to cause it to conform to the terms and conditions of the IPA and, as modified, this agreement shall continue in full force and effect.

2. All additional terms must be attached as a rider hereto.

Producer	Writer's Loan-out Company	Writer's Loan-out Company
_____	_____	_____
Per	Per	Per
Date: _____	Date: _____	Date:_____
_____	_____	_____
Writer	Writer	Writer
(If no Loan-out Company)		
Date: _____	Date: _____	Date:_____

Within seven (7) days of signing, the Producer shall forward a copy of this contract to the WGC and the CMPA (or CMPA and AQPM if the contract is covered by Appendix Q of the IPA and/or if the Producer is located in Quebec) (per A707). Contracts need only be deposited with the CMPA as of January 1, 2016.

APPENDIX N

Contract/ Voluntary Recognition Agreement
(See Article E102)

STANDARD CONTRACT/ VOLUNTARY RECOGNITION AGREEMENT FOR CORPORATE PRODUCTION: SPONSORED, INDUSTRIAL OR SHORT FILMS

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

VOLUNTARY RECOGNITION AGREEMENT
(Bargaining Authorization and Voluntary Recognition Agreement)

I, _____(Insert name of individual) on behalf of the Producer hereby acknowledge receipt of the Independent Production Agreement dated March 16, 2015 to December 31, 2017 covering Freelance Writers of Theatrical Films, and Television Programs and other Production between the Canadian Media Production Association (CMPA), Association québécoise de la production médiatique (AQPM) and the Writers Guild of Canada (the Guild) and state that I am authorized to execute this Agreement on behalf of _____, (the "Producer").

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

The Producer recognizes that the Guild is the exclusive bargaining agent of Writers, Story Editors and Story Consultants as defined in the IPA and recognizes the Producers' Association of which it is a member as the Producer's sole and exclusive bargaining agent.

We hereby certify that we are/are not a member in good standing of the organization(s):

For CMPA Members:

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

Membership No. _____

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

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

A copy of this Contract/Voluntary Recognition Agreement shall be forwarded to the CMPA or both the CMPA and the AQPM if the Producer is located in Quebec.

Dated this _____day of _____, 20___.

_____
(Name of Signatory Producer)

_____

_____
(Address of Signatory Producer)

_____
(Phone and fax number of Signatory Producer)

_____
(Authorized Signature)

_____
(Print or type name of Authorized Signatory)

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

_____
(Authorized Signature)

_____
(Print or type name of Authorized Signatory)

_____
(Date)

Date: _____

Producer: _____
CMPA _____
Address: _____
_____
_____

Writer's Loan-out Company (if applicable):_____

Writer: _____ WGC Number:_____

Address: _____ GST Number: _____
_____
_____ WGA member: Yes/No

Type of Production:_____

Name of Production:_____
Type of Script:_____
Ancillary Materials:_____

Nature of Service:_____

Additional Use(s):_____

Fee: For the services contracted for herein, the Producer agrees to pay the Writer as follows:

# of Days:_____ Daily Rate:_____

Tentative Credit_____ On-Site Risk Insurance(y/n):_____

Cheques shall be made payable to:_____

Delivery dates – on or before:
Stage:_____ Delivery Date:_____

Stage: _____ Delivery Date:_____

Stage:_____ Delivery Date:_____

Stage:_____ Delivery Date:_____

1. This agreement is subject to the terms of the current WGC Independent Production Agreement ("IPA"). All the terms of the IPA shall be deemed to be included herein, except where specific terms more beneficial to the Writer are included in this agreement in place of the relevant minimum terms in the IPA. If in any other respect any provisions of this agreement conflict with the terms and conditions of the IPA, then the IPA shall prevail, and in such event the conflicting provisions of this agreement shall be deemed to be modified to the extent necessary to cause it to conform to the terms and conditions of the IPA and, as modified, this agreement shall continue in full force and effect.

2. All additional terms must be attached as a rider hereto.

Producer	Writer's Loan out Company
_____	_____
Per	Per
_____	_____
Writer	Date

Receipt of above Contract/Voluntary Recognition Agreement is hereby confirmed by the WGC.

_____	_____
Per	Date

Within seven (7) days of signing, the Producer shall forward a copy of this contract to the WGC and the CMPA (or CMPA and AQPM if the contract is covered by Appendix Q of the IPA and/or if the Producer is located in Quebec) (per A707). Contracts need only be deposited with the CMPA as of January 1, 2016.

APPENDIX O

(See Article E102)

CORPORATE PRODUCTION: SPONSORED, INDUSTRIAL OR SHORT FILMS

Letter of Agreement for Proposals or Tenders

WHEREAS _____ (Producer) requires a Proposal or Tender prior to contracting _____ (Writer) for the Script, the Writer hereby agrees to prepare the Proposal or tender on the condition that in the event of acceptance by _____(Client Name), the Writer shall be contracted for the Script under the terms of Article E of the Writers Independent Production Agreement. Should the Proposal be rejected, all rights in and to the Script Material shall remain with the Writer, including the Concept, if provided by the Writer. If provided by the Producer, all rights in and to the Concept shall remain with the Producer. Producer shall file a copy of this Letter of Agreement with the Writers Guild of Canada upon signing.

Title of Program:_____

Description of Proposal or Tender:_____

Concept provided by :

_____

Description:_____

_____

Dated this day of , 20__.

Producer: _____

Writer: _____

APPENDIX P
INTERPRETATION COMMITTEE

If a dispute arises because:

i) there is a perceived ambiguity in this Agreement; or
ii) there is a matter not dealt with in this Agreement; or
iii) a literal interpretation of this Agreement would lead to an unintended, or unjust result:

then at the request of either party, the question will be discussed by an Interpretation Committee. The Interpretation Committee shall be an equal number of representatives of the Associations and the Guild consisting of four (4) or six (6) representatives in total (excluding Guild or Association staff), each of whom shall have participated in the negotiation of this Agreement.

The Interpretation Committee shall meet within twenty-one (21) days and attempt to resolve the question by deciding:

i) the intent of the ambiguous Article;
ii) whether, and if so how, the Agreement should deal with the matter not dealt with; or
iii) notwithstanding the literal interpretation of the Agreement, whether the Agreement was intended to be interpreted in this manner.

Any resolution reached by the Interpretation Committee shall be a recommendation only, and non-binding on the parties.

APPENDIX Q

QUEBEC APPENDIX (IPA)

As the Act respecting the professional status and conditions of engagement of performing, recording and films artists, L.Q. c. S-32.1, (hereafter "**the Act**") requires modifications, deletions and additions to the terms and conditions of the IPA, the present Appendix is applicable to producers who are members of AQPM and, as the case may be, to any producer who would be included in any recognition granted to the AQPM by the *Commission des relations de travail du Québec* (hereafter the "**Commission**").

1. Recognition, Application and Term

As the Act requires certain modifications and deletions to the terms and conditions of Article A1 of the IPA, the following provisions shall apply in lieu of Articles A101, A104, A105, A106 and A107 of the IPA:

A101 a) As per one of the Recognitions granted under the Act on June 15th, 1995, which came into force on July 3, 1995, the Writers Guild of Canada's ("the Guild") exclusive jurisdiction in the province of Quebec pertains to all *"auteurs de textes dans le domaine du film de langue autre que française dans la province de Québec qui offrent leurs services moyennant rémunération."*

Thus, the AQPM and the producer recognize the Guild as the sole and exclusive agent for all writers included in such Recognition.

b) It is agreed that Story Consultants are not covered by the Guild's recognition under the Act. Notwithstanding the foregoing and Article A101 a) above, the IPA shall cover Story Consultants when they are members of the Guild as per their membership contract with the Guild when contracted by members of the AQPM, or by signatories to this Agreement under a Voluntary Recognition Agreement as per Appendix B.

c) The IPA shall not apply to a person writing the lyrics of a feature film or of a television production when such a person is not contracted as the writer of that feature film or that television production.

d) Nothing in the present Appendix shall be interpreted as limiting any exclusive recognition granted to the Guild under the Act. Without limiting the generality of the foregoing, the Guild may continue to negotiate minimum working conditions or the application of the IPA with any producer not represented by the AQPM.

e) It is understood that for the moment the AQPM binds only its regular and trainee members to the provisions of the IPA. Permittee members are bound only for the production for which they have joined the AQPM.

When, and if, the AQPM is recognized under the Status of the Artist Act, the IPA will also bind all producers in Quebec included in the field of activity established under the Act.

f) Regardless of the field of activity included in the eventual recognition of the AQPM, if any, the AQPM always binds, to the entire provisions of the IPA, its regular and trainee members. Permittee members are bound only for the production for which they have joined the AQPM.

However, if any other group agreement is concluded between the Guild and another group of producers for a type of production covered by the IPA (e.g. industrial programs, videoclips, Digital Production, etc.) this Agreement will cease to be applicable to members of the AQPM for that type of production on the day the other group agreement comes into force.

A104 The regular, trainee and permittee members of the AQPM shall not be required to sign any letter of adherence or Voluntary Recognition Agreement (as per Appendix B).

The Guild agrees not to permit a producer who is not a member of the AQPM from availing itself of this Agreement unless such producer signs a Voluntary Recognition Agreement as provided in Appendix B and unless such producer remits the applicable administration fees provided in Article A1201.

A105 Subject to the provisions of Article A1 and the present Appendix, the IPA shall apply to all Writers, Story Editors and Story

Consultants contracted by any Producer who is bound to this Agreement. Nothing in this Agreement shall prevent a Producer from freely obtaining the services of a Writer, Story Editor or Story Consultant who may not be a member of the Guild in which case, s/he will be treated as a non-member under the terms of this Agreement. The rates, terms and conditions for such Writer or Story Editor shall not be less than those provided in this Agreement.

A106 a) Writer / Regular Employee Provisions

A Writer who regularly binds himself to one or several producers by way of engagement contracts pertaining to specified writing services is deemed to be a Writer covered by the IPA and not to be a Regular Employee.

A Regular Employee, who is not an artist under the Status of the Artists Act, is an individual hired under an employment contract (verbal or written) for an indefinite period on a permanent basis and for whom deductions under Income Tax laws are duly made. A Regular Employee whose duties include writing and who is regularly engaged in creative aspects of production is not covered by this Agreement.

The recognition procedure attached hereto as the "Regular Employee Status Procedure" shall apply.

Where a Regular Employee(s) and a Writer(s) are working on the same Script Material, it is agreed that the Producer will contract the Writer(s) for the applicable Script Material as provided in Articles C111, C308, C408, C507, C607, and C705 of the IPA. The Production Fee shall be paid to credited Writers as per Articles A1109 and C1005 of this Agreement and in any event the Writer shall not receive less than his/her share of the Production Fee. In any case where the Producer claims the Regular Employee and the Writer are working as a Team on Script Material, the agreement of the parties and the Guild will be sought prior to engagement and such agreement shall not be unreasonably withheld. The Writer member of the Team shall receive no less than the applicable pro-rated share of the minimum Script Fee and Production Fee.

In any case in which a Regular Employee of a Producer who is not the sole Writer claims or is accorded writing credit, the Producer shall automatically notify the Guild and an arbitration shall follow under the rules of A927 to A940. Only Regular Employees as defined above and Writers contracted under this Agreement or a guild agreement negotiated by a member of the International Affiliation of Writers Guilds ("IAWG") shall be eligible to receive writing credit on a Production.

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

c) For the duration of this Agreement and for Documentaries only, the matters covered by Articles C1, C2, C5, C10 and C11 shall be negotiable between the Producer and any Writer who is not a member of the Guild.

Any Production Fee payable to a Writer who is a member of the Guild and who works on the same Script Material as a non-member, shall be paid as per Articles A1109 and C1005 of this Agreement and, in any event, the member Writer shall not receive less than his/her share of the Production Fee.

In the event the Writer, who is a member of the Guild, is also a member of a Team, he/she shall receive no less than the applicable pro-rated share of the minimum Script Fee and Production Fee.

A107 Not applicable.

2. **No Strike and Unfair Declaration:**
As the Act requires certain modifications and deletions to the terms and conditions of Article A4 of the IPA, the following provisions shall apply in lieu of A401, A402 and A403 of the IPA:

A401 During the life of this Agreement, the Guild undertakes not to call or direct a work-stoppage against any Producer.

A402 Producer's Refusal to Abide by or Follow Grievance or Arbitration Procedure or Decision

Where a Producer does not abide by, or declares its intent not to abide by the grievance or arbitration procedure, or refuses to comply with a decision rendered pursuant to Article A5 by a Joint Standing Committee or an Arbitrator, the Guild may declare such Producer an "Unfair Producer" upon ten (10) days' notice to the Producer concerned and to the AQPM.

A403 Not applicable.

3. **Translating Material Created in Any Language Other Than English**

A. Nothing in this Article shall be interpreted as a limitation or a renunciation by the Guild to any exclusive recognition granted to the Guild under the Act.

B. When a Writer is engaged to translate existing script material into Script Material (as defined in the IPA) from any language other than English into any language other than French without changing the dramatic structure, characters, tone or geographic location, the following terms shall apply:

a) The Script Fee shall be negotiable between the Writer of the translation and the Producer.

b) The Writer of the translation shall not be entitled to any Production Fee or Distribution Royalty.

c) The Script Fee shall be allocated and paid as follows:

i) on signing of the contract: 25%
ii) on delivery of the Script Material: 75%

d) Article A9 of the IPA shall apply to the Writer of the translation with the following changes:

(i) Each Writer contributing to the translation of existing script material into on-screen Script Material as set forth above shall be entitled to the credit "TRANSLATED BY…".

(ii) Writers of translations shall not be counted towards the maximum number of Writers set forth in the section LIMITATION OF NUMBER OF WRITERS.

(iii) Position and size of the credit shall be set out in the Writer's contract.

(iv) Producer shall not be obligated to accord Writer credit in advertising or publicity.

e) Nothing in this Article shall be interpreted as precluding the Writer of the translation from receiving appropriate writing credits as set out in Article A9 of the IPA when providing other writing services.

f) In the event of a difficulty of interpretation or application of the present translation provisions, the Producer, the AQPM and the Guild agree to negotiate in good faith the terms and conditions of a mutually agreeable settlement.

C. For the term of this Agreement, this Article does not apply to Writers of translations who are not members of the Guild when engaged to work on Documentary programs or episodes. Notwithstanding the above, when members and non-members are engaged on the same program or episode, the form of credit set forth in sub-paragraph d) (i) above shall apply to all such individuals.

4. Subject to the provisions of the Act, Appendix A (the Negotiation Protocol) shall apply in Quebec.

5. Unless otherwise expressly provided for, in the case of a conflict between the present Appendix and the IPA (including all other Appendices), the present Appendix shall prevail.

6. In the case of a conflict between the IPA (including the present Appendix) and the Act, the said Act shall prevail.

APPENDIX Q – CONT.
REGULAR EMPLOYEE STATUS PROCEDURE

WHEREAS, by virtue of Article A106 of the Quebec Appendix above, Quebec Producers' Regular Employees are not covered by the IPA;

WHEREAS the parties desire to establish a procedure to recognize Regular Employee status for a writer;

THE PARTIES HEREBY AGREE TO THE FOLLOWING:

1. When a Producer covered by the IPA wishes to hire a person as a Regular Employee who will write Script Material in the course of his or her employment, and claims that this employee is not an artist within the meaning of the Act, the Producer shall respect the following procedure:

    1.1 Within forty-five (45) business days of hiring the employee, or for persons already employed by the Producer, sixty (60) business days following the day this agreement becomes effective for the Producer, the Producer shall send to the Guild document(s) establishing that said person is one of its regular employees;
    1.2 In order that the Guild may determine the individual's Regular Employee status, the documents provided pursuant to Article 1.1 above shall contain information on the nature of the work to be performed, the remuneration and the Producer's degree of control over the employee.

2. Within thirty (30) days of receipt of the documents in Article 1.1, the Guild shall notify the Producer of its refusal to recognize the Regular Employee status. If there is no notification of refusal, Regular Employee status is thus recognized by the Guild. If the Producer is notified of refusal by the Guild within the above timelines, the matter will be referred to a Joint Standing Committee (or Arbitration, if applicable), which shall hear the case without delay.

3. Before the Joint Standing Committee or Arbitration convenes to hear the matter, or failing a majority decision of the Joint Standing Committee, the Guild may choose to refer the matter to the

Commission, in which case the matter shall not go before the Joint Standing Committee or the Arbitration.

4. The IPA and its Schedules do not apply to the writing services of a person for whom Regular Employee status is recognized by the Guild, a Joint Standing Committee, an Arbitrator or the Commission.

5. The Regular Employee status so recognized for an individual shall remain as long as the conditions of his/her employment remain, even if such recognition was granted under a previous IPA. The Producer shall keep the Guild informed of any modification of the individual's employment in accordance with Article A1.

6. If a Producer fails to respect the timelines set forth in Article 1, the Guild may request that the Joint Standing Committee or Arbitrator fine the Producer from $20 to $200 for each day that the Producer is late. In assessing such penalties, the Joint Standing Committee or Arbitrator shall take into account the Producer's good or bad faith, any damages and disadvantages caused to the Guild, and the general conduct of both parties in this matter.

APPENDIX R

Terms Pertaining to AQPM Members Only

LETTER OF AGREEMENT BETWEEN THE AQPM AND THE WGC WITH RESPECT TO HARMONIZATION ISSUES

WHEREAS, as agreed to in the Memorandum of Settlement entered into between the APFTQ, the CFTPA and the WGC on June 26 and 27, 2006, the parties have harmonized the 2003-2005 APFTQ/WGC IPA and the 2003-2005 CFTPA/WGC IPA into one national agreement;

WHEREAS, certain provisions of the 2003-2005 APFTQ/WGC IPA could not be merged into the national agreement since they resulted from specific negotiations between the APFTQ and the WGC;

NOW, THEREFORE, the AQPM and the WGC agree as follows:

1. The following provisions outlined below shall continue to apply to AQPM members only:

2. TELEVISION DOCUMENTARY

A1109 Division of Production Fee and Distribution Royalties Among Credited Writers

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

c) Documentaries

iii) When a credited Continuity Writer has been contracted as a Continuity Writer for a Documentary, such Writer shall receive a percentage of the Production Fee and Distribution Royalties based on the number of minutes such Writer has written in the program divided by the total number of minutes in the Program.

3. C507 Continuity Writer
For up to five (5) minutes of continuity writing per half hour of broadcast:

Budget	2015	2016	2017
$60,000-$70,000	1,122	1,133	1,145
$70,000-$100,000	1,173	1,184	1,196
over $100,000	1,284	1,297	1,310

IN WITNESS WHEREOF, the parties have caused this Letter of Agreement to be executed this 16th day of March, 2015.

Writers Guild of Canada

AQPM

APPENDIX S

Letter of Understanding

between

The Writers Guild of Canada (the "Guild")

and

Association québécoise de la production médiatique ("AQPM")

Whereas the Guild is recognized to represent *"auteurs de textes dans le domaine du film de langue autre que française dans la province de Québec qui offrent leurs services moyennant rémunération"* and;

Whereas the AQPM specifically represents to the Guild that it does not cover producers of video games as compact devices and/or footage primarily and specifically produced for video games as compact devices;

The parties hereby agree that:

1. With regard to those Producers for which the Guild has recognized the AQPM, video games as compact devices, and/or footage primarily and specifically produced for video games as compact devices shall not be covered by the Writers Independent Production Agreement 2015-2017 ("IPA") for the duration of the term of that Agreement.

2. For purposes of clarity, it is understood that all other terms of the IPA (including but not limited to those provisions regarding Digital Production) shall apply and remain in force.

3. This Letter is in no way an admission or acknowledgment by the WGC that it is not recognized or does not have jurisdiction in the province of Quebec over video games as compact devices, and/or footage primarily and specifically produced for video games as compact devices.

IN WITNESS WHEREOF, the parties have caused this Letter of Agreement to be executed this 16th day of March, 2015.

Writers Guild of Canada

AQPM

APPENDIX T

Letter of Understanding

between

The Writers Guild of Canada (the "Guild")

and

The Canadian Media Production Association ("CMPA")

Regarding Non-Canadian Writers

The parties hereby agree that:

A non-Canadian Writer, Story Editor or Story Consultant contracted by the Producer shall be governed by the terms and conditions of this Agreement and of any reciprocal Agreement between the Guild and guilds or unions representing Writers, Story Editors or Story Consultants in the country concerned. Where no such reciprocal Agreement exists, or in the event of a conflict between the provisions of this Agreement and any reciprocal Agreement, this Agreement shall apply.

Agreed this 16th day of March, 2015.

Writers Guild of Canada

CMPA

APPENDIX U
STANDARD LETTER TO BE SENT TO A WRITER FOR CREDIT ASSIGNMENT TO A THIRD PARTY

Dear _____:

This is to advise you that a contract has been concluded with (Producer)_____ for rights in the use of (name the program)_____ and in consideration of the sum of One Dollar ($1.00) paid by you, the receipt of which is hereby acknowledged, we hereby undertake to comply with the provisions of Article A944 (a) or (b) (delete whichever is not applicable) of the Agreement between Writers Guild of Canada, and the Canadian Media Production Association (CMPA) and the Association québécoise de la production médiatique (AQPM), for Freelance Writers of Theatrical Film, Television Programs (including programs for Pay Television) and Other Production, dated March 16, 2015 to December 31, 2017.

APPENDIX V
CORPORATE GUARANTEE

MEMORANDUM OF AGREEMENT dated this day of , 20__

BETWEEN: Writers Guild of Canada
366 Adelaide St. W., Suite 401
Toronto, Ontario
M5V 1R9
(hereinafter referred to as the "Guild")

AND *(insert name and address of Established Producer)
*(hereinafter referred to as "Guarantor")

WHEREAS _____ ("Producer") has acquired certain rights in _____ (the Script Material") written by _____ (the "Writer"), and intends to produce a production made from the Script Material (the "Production");

AND WHEREAS the Producer has signed a Voluntary Recognition Agreement to the Independent Production Agreement covering Freelance Writers of Theatrical Films, Television Programs and other Productions between the Canadian Media Production Association (CMPA), Association québécoise de la production médiatique (AQPM) and the Writers Guild of Canada (the "Guild") March 16, 2015 to December 31, 2017 (the "IPA");

AND WHEREAS pursuant to Article A10 of the IPA, the Guild is entitled to require that a Producer place security in the form of a cash deposit or letter(s) of credit, at the time, in an amount, and in the manner set out in the IPA unless a Corporate Guarantee in this form signed by an Established Producer is accepted by the Guild;

AND WHEREAS the Guild has accepted Guarantor as an Established Producer;

NOW THEREFORE the parties hereby agree as follows:

1. In consideration of the Guild foregoing the requirement that the Producer put up a cash bond Guarantor hereby guarantees the payment of all monies which would otherwise be secured by a cash bond pursuant to Article A10 of the IPA, including the Production Fee, Insurance, Retirement and Administration payments related to the Production.

2. If at any time, payment of any amount guaranteed herein is in default for more than fourteen (14) days, the Guild shall be entitled to deliver to Guarantor a formal demand in writing outlining the specific sum involved and particulars of the default. On receipt of such demand, Guarantor will forthwith pay to the Guild the sum set out in such notice. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at all, Guarantor will nevertheless pay the sum set out in such notice to the Guild in trust, and the Guild will hold such sum in trust in an interest bearing account. Immediately upon such dispute being resolved, the Guild will refund to the Guarantor any sums determined to be in excess of what was owing by the Producer, along with accrued interest.

3. The Guild shall have the unilateral right to terminate this Agreement and revert to the requirements of Article 10 of the IPA if the payment of any amount guaranteed herein be in default for more than fourteen (14) days after Guarantor has been served with the demand provided in paragraph 2 herein.

4. Guarantor shall be released from the guarantee given herein and all obligations resulting therefrom on the sooner of:

    i) the full payment of all amounts guaranteed herein; or
    ii) the full execution and approval by the Guild of any Assumption Agreement or Rights Assumption Agreement entered into pursuant to Article A1113 of the IPA.

5. The termination of this Agreement by the Guild pursuant to paragraph 3 herein shall in no way annul, terminate or otherwise affect the obligations of the Guarantor with respect to any amounts accruing prior to the date of such termination by the Guild, subject to paragraph 4 herein.

6. If the Guild terminates this Agreement pursuant to paragraph 3 herein, Producer shall, within forty-eight (48) hours of receipt of written notice of such termination, post security in the form of a cash deposit or letter(s) of credit in accordance with Article A10 of the IPA. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at all, Producer will nevertheless pay the sum set out in such notice to the Guild in trust, and the Guild will hold such sum in trust in an interest bearing account. Immediately upon such dispute being resolved, the Guild will refund to Producer any sums determined to be in excess of what was owing by the Producer, along with accrued interest.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinabove firstly mentioned.

(Producer) (Guarantor)

_____ _____

Per Per

Writers Guild of Canada

_____

Per

_____

(Print or type name of Authorized Signatory)

APPENDIX W

Letter of Understanding
Documentary Working Group

The Parties agree to establish a working group to meet twice yearly, consisting of four (4) representatives from the CMPA, two (2) representatives from the AQPM and up to six (6) representatives from the WGC, with the mandate to exchange information and discuss documentary fees and conditions during the life of this Agreement.

The working group will also have the mandate to analyze, at the request of one of the parties, any clause of the IPA to determine if it requires adjustments or modifications to be adapted to the specific reality of documentary production.

Agreed this 16th day of March, 2015.

CMPA

AQPM

Writers Guild of Canada

APPENDIX X

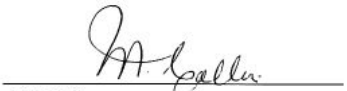
Letter of Understanding
Feature Film Working Group

The Parties agree to establish a working group to meet twice yearly, consisting of four (4) representatives from the CMPA, two (2) representatives from the AQPM and up to six (6) representatives from the WGC, with the mandate to exchange information and discuss terms and conditions during the life of this Agreement.

The working group will also have the mandate to analyze, at the request of one of the parties, any clause of the IPA to determine if it requires adjustments or modifications to be adapted to the specific reality of Feature Film production.

Agreed this 16th day of March, 2015.

CMPA



AQPM

Writers Guild of Canada

APPENDIX Y

CMPA/AQPM/WGC Subcommittee

The Parties agree to establish a working group to meet twice yearly, consisting of four (4) representatives from the CMPA, two (2) representatives from the AQPM and up to six (6) representatives from the WGC, with the mandate to exchange information and discuss terms and conditions pertaining to dual members during the life of this Agreement.

Agreed this 16th day of March, 2015.

CMPA

AQPM

Writers Guild of Canada

APPENDIX Z

Producers Bound by This Agreement (see Article A103)

Letter of Understanding
Between the Writers Guild of Canada hereinafter "the Guild" and the Canadian Media Production Association hereinafter "the CMPA".

Without prejudice to any position that the CMPA may take in the future in any context including, without limitation, subsequent rounds of bargaining, the parties agree that the list of Producers bound to the IPA as set out in the most recently expired IPA shall continue in force for the life of the renewed IPA which expires on December 31, 2017.

Part A – List of Producers Bound by this Agreement

The Companies named in Section this Appendix have executed or are deemed to have executed the Negotiation Protocol prior to the coming into effect of this version of the IPA. Therefore, pursuant to paragraph 2 of the said Protocol, "the Guild recognizes the Association as the sole and exclusive bargaining agent for all producers who execute a Voluntary Recognition Agreement" and therefore each named Company is bound by the terms and conditions of this Agreement, which is the result of collective bargaining between the Association, on the one hand, and the Guild on the other hand. The names of any new Producers who are added to the list subsequent to the above date shall be considered by the parties to have executed the Negotiation Protocol.

Numerical

0698389 BC Ltd for "Genesis"

0744770 B.C. Ltd.

0897624 B.C. Ltd.

0974818 B.C. Ltd for "Journey Continues"

0978603 B.C. Ltd for "Year of the Rat"

0991015 BC Ltd

101117088 Saskatchewan Ltd

1013693 BC Ltd.

1181106 Alberta Inc (o/a) Draw Your Cat

1259534 Alberta Inc.

1380099 Ont. Inc. Heroic Films Co. for "Ladies Killing Circle"

1380099 Ont. Inc.as Heroic Film Cpy for "First Things First"

1380099 Ontario Inc. o/a Heroic Film Company

1514373 Ontario Inc.

1555135 Alberta Inc
16 Lighthouse Road Productions, Ltd. for "Cedar Cove" - TV Series - Season 1

1664121 Ontario Ltd for "Ganesh Boy Wonder"

1743722 Ontario, Inc.

1746020 Ontario, Inc.

1760451 Ontario, Inc.

1900333 Ontario Limited for "Asset"

1972 Productions Inc.

1972 Productions Inc.

2005519 Ontario Limited

2006376 Ontario Inc.

2075382 Ontario Limited

2104023 Ontario Inc.

2108602 Ontario Ltd

22 Minutes (Nye) IV Incorporated

22 Minutes XI Incorporated

22 Minutes XIV Limited

2215190 Ontario, Inc.

2215190 Ontario, Inc. for "The Backpackers"

2218373 Ontario Inc for "Upstaged"

2223702 Ontario, Inc.

2223702 Ontario, Inc.

2255478 Ont. Ltd.

229543 Ontario, Inc for "URL"

2296613 Ontario Inc.

2328813 Ontario Inc for "Mad Dog & Weasel"

2402859 Ontario Inc. for "The Little Show"

2406664 Ontario Inc.

2More Films Media (On)Inc.

3084299 Nova Scotia Limited

3868265 Canada Inc

3D Films (Canada) Inc

40 Below Productions, Inc.

4433581 Manitoba Inc.

49th Parallel Films Two Inc.
506 Productions for "Rainbow Connection" (Story Consultants only)

52 Media, Inc for "OMAR K."

643510 B.C. Ltd.

67 Pictures Limited

6797717 Canada, Inc.

681417 Ontario Ltd.

6991050 Canada, Inc.

7016531 Canada, Inc.

7093438 Canada, Inc.

72 Hours Inc.

72 Hours Season II Inc

7552980 Canada, Inc.

766707 Ontario Inc for "Zombadings!"

7757310 Canada, Inc.

7887515 Canada Inc.

7th Avenue Media Inc.

8175730 Canada Inc.

8316066 Canada Inc.

8324603 Canada Inc

8667829 Canada, Inc.

8775478 Canada Inc.
9 Story Entertainment Inc for "Janet From Another Planet"

9 Story Entertainment Inc. for "Numb Chucks, Season 1"

9 Story Entertainment, Inc for "Harriet the Spy"
9266-9753 Quebec Inc for "The DNA of GSP"

A

Aaron test company Inc.

Abella Entertainment Ltd.

ABX Studio (9225 - 7849 Quebec Inc.)

Accent Entertainment Corporation
Accent One Productions Inc for Beginner's Guide to Endings

Accent One Productions Inc. For Fast Food High

Accent One Productions, Inc.

Accent-Kith Productions, Ltd.

Actra National Women's Committee Video 2015

ADN Productions, Inc. for " A Daughter's Nightmare"

AFBS only for "Good Cop Bad Cop"

Afghan Luke Productions, Limited

AGEL Consultants, Inc.

Air Farce 2009 Inc

Air Farce 2010, Inc.

Air Farce 2011 Inc

Air Farce 2013 Inc.

Air Farce 2014 Inc
Air Farce Funnies Season 1, Inc for "Air Farce Funnies, Season 1"

Air Farce TV 11 Inc.

Air Farce TV 13 Inc

Air Farce TV 14 Inc.

Air Farce TV 15, Inc.

Air Farce TV 16, Inc.

Air Farce TV10 Inc.

Air Farce TV12 Inc.

Aircraft Pictures Ltd for "Emmett"

Aircraft Pictures Ltd for "Go Jump in the Pool"

Aircraft Pictures Ltd for "In Bloom"

Aircraft Pictures Ltd for "Lucky Luciano"

Aircraft Pictures Ltd for "Mars Alpha"

Aircraft Pictures Ltd for "Nugs"

Aircraft Pictures Ltd for "Prepare to Launch"

Aircraft Pictures Ltd for "Primrose Prep"

Aircraft Pictures Ltd for "That App Kid "

Aircraft Pictures Ltd for "The Lynkon Daviz Experience"

Aircraft Pictures Ltd for "Wingman

Aircraft Pictures solely for Youngblood

Alberta Filmworks for the project "Medak Pocket"

Alberta Filmworks Movie Five Inc.

Alberta Filmworks Movie Four Inc.

Alberta Filmworks Movie Last Inc.

Alberta Filmworks Movie V Inc.

Alcina Pictures for "Wednesday's Child"

Alcina Pictures for the project "Smashed"

Alice I Think Productions Inc

Alice Productions (Muse) Inc.

Amalga Creations Medias Inc.

Amanda Securities, Inc.

Amaze Development Inc for "Rudyard and Tim"

Amaze Film & Television for "My Life as a Pimp"

Amaze Film & Television for Medieval

Amaze Film & Television for Still Life With June

Amaze Film & Television Inc for "Sugar Shack"

Amaze Film & Television, Inc. for "Spiritualized"

Amaze Film + Television for "Meet Phil Fitz"

Amaze Film + Television Inc for "Call Carter"

Amaze Film + Television Inc for "Family Dynamic"

Amaze Film + Television Inc for "Prophecy" (for SC only)

Amaze Film + Television Inc.
Amaze Film + Television Inc. for "On the Outside Looking Indian"

Amaze Film + Television, Inc for "The Buddy System"

Amaze Film + TV for "Prophecy"

Amberwood Production for Services Inc for "PG13"

Amberwood Productions (Benjamin Bear) Inc.

Amberwood Productions Inc. for "My Teen Genie"
Amberwood Productions Services, Inc for "The Magic Hockey Skates"

Anaid Developments Incorporated for "Natural Disasters"

Anaid Entertainment, Inc. for "Infidelity Inc."

Anchor Point Pictures Inc

Angel Entertainment Corporation

Annees Lumieres Inc (Productions Des)

Annuit Coeptis Entertainment II Inc for "Jane's Town"

Annuit Coeptis Entertainment II Inc for " Small Miracles"

Annuit Coeptis Entertainment II Inc for "June in January"

Annuit Coeptis Entertainment II Inc for "Ring By Spring"

Annuit Coeptis Entertainment II Inc for "Strange Empire"

Annuit Coeptis Entertainment II Inc for "The Reckoning"
Annuit Coeptis Entertainment, Inc for "Love Is Playing Our Song"

Annuit Coeptis Entertainment, Inc for "We Have Your Husband"

APIH (Association des Professionnels de L'Humour"

Appleseed Productions, Inc.

AQR Film Inc.

Arctic II Productions, Ltd.

Arctic III Productions, Ltd.

Arctic Productions, Ltd.

Ardmore Entertainment Ltd.

Ariel Film Co. for "Shadow Boxing"

Art & Essai (9231 - 3683 Quebec Inc.)

ASN Productions Inc for "A Sister's Nightmare"

Attraction Media

Automatic Pictures API Inc

Avenida Inc (Productions)

B

B.H. 4 Productions (Muse) Inc.

Back Alley (Exposed) Inc.

Back Alley Durham 3 Films, Inc.

Back Alley Film Productions Ltd.

Bad Astronaut, Inc. for "True Bromance"

Bam-O Productions, Inc.

Banger Films

Barbara Doran
Bardel (LL) Production Services Inc. for "Lah-Lah's Adventures"

Bardel Entertainment Inc.

Basecamp/VFX

Bauman Productions Inc for "A Christmas Heart"

Bauman Productions Inc for "Nine Lives of Christmas"

Bauman Productions Inc for "Oh Say Can You See"

Bauman Productions Inc for Growing the Big One

Bauman Productions Inc for Stranger With My Face

Bauman Productions Inc for"Christmas in Canaan"

Bauman Productions Inc. for "All American Boy"

Bauman Productions, Inc for "Mommy's Little Girl"

Bauman Productions, Inc. for "Bond of Silence"

BB Productions Inc.

Becoming Human Pictures Inc.
Being Erica II Productions, Limited for "Being Erica, Season II"

Benny Martin Productions, Inc.

Berenstain Bears Holiday Special

Berkshire Axis Media Development Inc.

Best Case Scenario for "Penalty Box"

Best of Seven Productions, Inc.

Big Coat Productions for "The Rescue"

Big Motion Pictures Ltd.

Big News MSF Inc for "Big News From Grand Rock"
Big Pictures Entertainment Inc. for "Michael Buble Special"

Big Soul Productions, Inc.

Bikers IV Productions Inc

Blackstone Cycle 1, Ltd

Blackstone Cycle II Ltd

Blackstone Cycle IV Ltd

Blackstone Cycle V Ltd

Blank of the Dead Productions Inc

Blue Ice Pictures Inc for "Three to Kill"

Blue Murder IV Productions Inc.

Bo Series 2, Inc.

Bo Series 2B Inc

Bo Series 3 Inc.

Bo Series 4, Inc

Bo Series 5 Inc

BO Series, Inc.

Bomb Girls II Productions (Ontario), Inc.

Bomb Girls Productions (Ontario) Inc.

Bombs Away Productions Inc

BON Productions (NS) Inc.

BookShorts, Inc. & BookShorts Literacy Program

Booky III Inc

Border Season Three, Inc.

Border Season Two , Inc.

BP (Quebec) Productions Inc.

Brass 1 Productions, Inc.

Breakaway Productions, Inc.
Breakthrough Films & Television Inc for "The Adventures of Napkin Man 2"
Breakthrough Films & Television Inc for "We're Adults Now"

Breakthrough Films & Television Inc.

Breakthrough Films & Television Inc.

Breakthrough Films & Television Inc. for "Creepsville"
Breakthrough Films & Television Inc. for "Easton Meets West"

Breakthrough Films & Television Inc. for "Galaxy Racers"
Breakthrough Films & Television Inc. for "Less Than Kind Season 2"

Breakthrough Films & Television Inc. for "Rachel's Dad"
Breakthrough Films & Television Inc. for "Shadow Island Mysteries"
Breakthrough Films & Television Inc. for Cupid's Mysteries

Breakthrough Films & Television, Inc. for "Lassie"

Breakthrough Films and Television Inc.

Breakthrough Films and Televison Inc. ("Brats")

Brightlight Pictures Development Inc.

Brobots Inc

BTB Blue Productions Ltd,

Buffalo Gal Pictures

Buffalo Gal Pictures Development Inc.

Bunks Productions Inc

Bunny, Squirrel & Gull Productions, Inc.

Burlington Season 2, Inc.

C

C/P Voices Productions Inc

C/P Xmas Productions, Inc.

Calder Road Films, Inc for "Reserve Judgement"

Camp X Productions Limited

Canadian Accents (Is It Art) Productions Inc.

Canadian in Hollywood Productions Inc.

Capri Films Inc for Muskoka

Capri Films Inc. for America's Sweetheart

Capri Films Inc. for Burden of Desire

Capri Films Inc. for High Rise

Capri Films Inc. for Lives of the Saints

Capri Films Inc. for Star Suck

Capri Films Inc. for The Knight & the Loathly Lady

Capri Films Inc. for Villeneuve

Capri Films, Inc. for "Adam First"

Capri Films, Inc. for "Fashion Week"

Capri Films, Inc. for "Forensic Nurse"

Capri Lives Productions Inc for 'Noir' Series

Cardinal Film 04, Inc.

Cardinal Film 11, Inc. for "FU2"

Cardinal Film Inc for "The Stuntman"

Carte Blanche Films, Inc. for "Fergus"

Cashing In II, Inc

Cashing In Season III, Inc.

CCI Development Inc. for "Cracked"

CCI Productions for "Middling"

CCI Productions Inc for "From Here to Infirmity"
CCI Productions Inc. for a co. to be incorporated for "Dinosapien II

CCI Productions Ltd. for "Artzooka"
CCI Productions, Inc. for "My Brother Was Abducted by Aliens"

Cedar Avenue Productions Inc for "OPSEU"

Cedar Cove (Season 2) Productions Ltd for "Cedar Cove 2"
Cedar Cove (Season 3) Productions Ltd for "Cedar Cove 3"

Cedar Meadows Productions, Inc.

Chain of Title Holdings Ltd.

Chalou (Productions)

Champ Gauche

Changing Houses Productions Inc
Chantay Chamandy Entertainment, Inc. for "Hit By Lightning"

Charette C Production Inc.

Chart Topping Productions Inc

Chasing Tales Productions Inc

Chesler/ Perlmutter Productions Inc.
Chisup Productios Inc for "Mother Up! (fka Child Support)"

Choice Films Inc.

Cineflix Studios Canada Inc.

Circling the Drain Productions Inc.

CITH3 Specials Inc for "Outer Space Special"

CJ Abracadebra Productions, Inc for "Decidedly Debra"

Clique Pictures Inc for "Dick Harmony"

Clique Pictures Inc. for "The Evil Shed"

Coach Productions Inc

COCO.TV

Code 2 Productions Inc

Code 2 Productions Inc for Naughty, Naughty Pets II

Code 2 Productions Inc. for "Ivy & Dummy"

Code 2 Productions, Inc. for "Love Your Style"

Code 2 Productions, Inc. for "The Classroom"

Code 2 Productions, Inc. for "The Freshman"

Code 2 Productions, Inc. for "Wide World of Webb"

Code Talk Productions Inc.

Code2 Productions Inc.

Code2 Productions Inc.

Code2 Productions Inc. for "Delilah and Julius"

COE Production Inc.

Cole Harbour Productions Inc.

Collector Four Productions Inc

Comedy Bar Season II, Inc.

Comedy TV 13, Inc.

Comedy TV14 Inc

Comic Genius Live Productions

Connor Undercover I, Inc.

Connor Undercover II Inc

Conquering Lion Pictures for "Walking Wounded"

Conquering Lion Pictures for "The Book of Negroes"

Conquering Lion Pictures for King of the Royals

Conquering Lion Pictures, Inc for "A Royal Day"

Conquering Lion Pictures, Inc. for " The Collectors"

Construct III Productions Inc.

Construct IV Productions Inc.

Construct V Productions Inc.

Consultants de Divertissement Trinica Inc.

Cookie Jar Development Inc for "Dinosaur Cove"

Cookie Jar Development Inc for "Dr. Dimensionpants"

Cookie Jar Development Inc. for " Rooka Tooka "

Cookie Jar Development Inc. for "Go Go Action Force"

Cookie Jar Development Inc. for "Henry's List"

Cookie Jar Development Inc. for "Tadpole"

Cookie Jar Development Inc. for "Tod Squad"
Cookie Jar Development Inc., for "Untitled Ann Austen Project #1"
Cookie Jar Development Inc., for "Untitled Ann Austen Project #2"
Cookie Jar Development Inc., for "Untitled Blake and Jackson Project

Cookie Jar Development, Inc for " Puppet Hamster Band"

Cookie Jar Development, Inc for " Star Force"
Cookie Jar Development, Inc for " Untitled Rob Loos Project"

Cookie Jar Development, Inc for "Abracadabra"

Cookie Jar Development, Inc for "Varsity"

Cookie Jar Development, Inc for "Wonderland"

Cookie Jar Development, Inc for "Zenda" - (Live Action)

Cookie Jar Development, Inc. for " The Living Garden"

Cookie Jar Development, Inc. for " The Manny"
Cookie Jar Development, Inc. for " Untitled Ann Austen Project #1"

Cookie Jar Development, Inc. for "All Over You"

Cookie Jar Development, Inc. for "Freakquency"

Cookie Jar Development, Inc. for "Kung Fu Dino Posse"

Cookie Jar Development, Inc. for "Next Door Ninja"

Cookie Jar Development, Inc. for "Tales From Cryptville"
Cookie Jar Development, Inc. for "The Paper Bag Princess"

Cookie Jar Development, Inc. for "Untitled DJ Project"

Cookie Jar Development, Inc. for "Zenda"

Copperheart Entertainment Inc for "Gangster of Love"

Copperheart Entertainment Inc for "Gangster of Love"

Copperheart Entertainment Inc for "Zoombies"

Copperheart Entertainment Inc for Lost Girls

Copperheart Entertainment Inc for Owls in the Family
Copperheart Entertainment Inc. for "In the Tall Grass"

Copperheart Entertainment Inc. for "In the Tall Grass"

Copperheart Entertainment Inc. for "Silent Partners"

Copperheart Entertainment Inc. for "Splice"

Copperheart Entertainment Inc. for "Triggers"

Copperheart Entertainment Inc. for "Winter" (fka Chestnut)

Copperheart Entertainment, Inc. for "Nobody"

Copperheart Entertainment, Inc. for "Permission"

Copperheart Entertainment, Inc. for "The Shroud"

Copperheart Entertainment, Inc. for "Wolves"

Copperheart Entertainment, Inc. for The Eddies

Corey Marr Productions Inc for "The Librarian" (TV Series Drama)

Corey Marr Productions Inc. for Death of a Ladies Man (SC)

Corvid Pictures Inc

Couch Productions Inc for "American Refugees"

CQ MSF Films Inc

Cracked Season One, Inc.

Cracked Season Two, Inc.

Cradle Will Fall Productions Inc.

Creative Engine Pictures Inc for Resistance

Crescent Ent. Ltd. for "Gift for the Little Master"

Crescent Ent. Ltd. For "The Doukhobors"

Crescent Entertainment for "Insurgency" AKA "Incendiary"

Crescent Entertainment for "Loving Lena"

Crescent Entertainment for "The Secret Lives of Dog Catchers"

Crescent Entertainment for Monster Lawns

Crescent Entertainment for Remembrance

Crescent Entertainment Ltd for "Cancer - A Practical Application"

Crescent Entertainment Ltd. (Outpost)

Crescent Entertainment Ltd. For "Blood - The Series"

Crescent Entertainment Ltd. For "Happyland"

Critical Incident Productions, Inc.

Curler Productions Inc.

D

D. Nightingale & Associates, Ltd.

D2 Productions Limited

D4M Productions, Inc. for "Dan For Mayor"

Da Vinci City Films Inc.

Da Vinci City Productions

Dallaire Productions Inc.

Dancing Trout Productions Inc.

Danse TV 2 Productions, Inc.

Danse TV 3 Productions

Danse TV Productions, Inc. - Season 1 for "SYTYCDC"

Dansse TV 4 Productions, Inc.

Darius Films for Normal (SC Only)

Darius Films Inc for "Cop Out"

Darius Films Inc for "Iron Belly"

Darius Films Inc for "the Black Marks"

Darius Films Inc. for "17 Days"

Darius Films Inc. for the project "One Day"

Darius Films, Inc for "Cold Blooded Snakes"

Dark Flowers Productions Inc.

Dark Matter Productions BC Inc.

Dark Matter Series Inc

Dark Places Productions Inc. for "Captain Canuck"

Darknet 1 (Copperheart) Productions Inc for "Darknet"

DCP Film & TV Inc.

DCTV Mulmur Between Productions Inc.

De Profundis Inc.

Dead Rising Productions Inc.

Deadline Productions Inc. for "The Deadline Club"

Deal II Productions, Inc. for "Package Deal II"

Deal II Productions, Inc. for "Package Deal II"

Decode / Zack Productions Inc.

Decode/Blobheads Productions Inc.

Decode/Buzz Productions Inc. for "The Latest Buzz"

Decode/Cryptic Productions Inc

Decode/Freaks Productions Inc.

Decode/Nutley Productions Inc.

Decode/Roscoe Productions 2 Inc.

Decode/Sadie Productions 2 Inc.

Decode/Sadie Productions 3

Decode/Word Up Productions, Inc.

Decode/Wraparound Productions Inc.

Decode/Zack Productions 2 Inc.

Devil's Gap, Inc.

Devil's Note Films Inc. for "Metal Icons"

Devil's Note Films, Inc. for "Rock Icons"

DHX - Hour Productions (ON) XXII Inc.

DHX - Meatballs Productions Inc for "Cloudy with a Chance of Meatballs"

DHX - Satisfaction Productions 1, Inc.

DHX Hour Productions(NS) XXII Inc.

DHX Media (Halifax) Ltd for "Buyer's Market"

DHX Media (Halifax) Ltd for "Curent Afairs"

DHX Media (Halifax) Ltd for "Friday"

DHX Media (Halifax) Ltd for "Lililand"

DHX Media (Halifax) Ltd for "Space Ranger Roger"

DHX Media (Halifax) Ltd for "The Khouris"

DHX Media (Halifax) Ltd for "The Red List"

DHX Media (Halifax) Ltd. for No Great Mischief

DHX Media (Toronto) Ltd for "Alps II"

DHX Media (Toronto) Ltd for "Bimomibo"

DHX Media (Toronto) Ltd for "Camp Echo Lake" - (Digital Production)

DHX Media (Toronto) Ltd for "Cloudy With a Chance of Meatballs (TV series)

DHX Media (Toronto) Ltd for "The Pods"

DHX Media (Toronto) Ltd. for "Ninth Life of Sherman Phelps"

DHX/Befriend and Betray Productions, Inc.

DHX/G&G Productions Inc.

DHX/Human Productions, Inc.

DHX/Khouris Productions (NS) Inc.

DHX/Satisfaction Productions Inc.

DHX/You and Me Productions (ON) Inc.

DHX/You and Me Productions(ON) I Inc.

DHX-Exchange Productions Inc.

DHX-Hour Productions (NS) XXII NYE Inc.

DHX-Hour Productions (ON) XXIi NYE Inc.

Digital Dimension (for a company to be incorporated) for "Trick"

Dinosapien Productions Inc

Dirty Singles Productions, Inc.

Diversified AJ Inc for "More Episodes of Everything"

Diverted Productions Inc

Dolphin Seas Productions, Ltd.

Dominion Films Montreal Inc for "Dominion"

Doodlebops II Productions Inc

Doodlebops III Productions Inc.

Dorm Productions, Inc.

Dr. Cabbie Films, Ltd for "Dr. Cabbie"

Dramatic Detour Productions Inc.

Dream Street Development, Corp.

Dream Street Pictures Inc.

Dreamsmith Entertainment Inc.

Durham Productions (Muse) Inc

E

E1 Television BAP, Ltd.

E1 Television Productions, Ltd for "Kid Chipmunk"

E1 Television Productions, Ltd.

E1 Television Productions, Ltd.

E1Television Productions, Ltd.

Eagle Vision Inc for "Aboriginal Peoples History"

Eagle Vision Inc for "Prairie Bridesmaid"

Eagle Vision Inc for Story Consulting on Lifting Cars and Seeing Through Walls

Eagle Vision Inc. for "Lifting Cars and Seeing Through Walls"

Eagle Vision, Inc for "Strange Love" (SC Only)

East Van Productions, Inc.

Easy Mountain Production Limited for Working on the Edge

Easy Mountain Productions

Easy Mountain Productions Ltd. For "Mutant X IV"

EBTV Media, Inc.

Ecstasy Film Inc for "Dragon's Gold"

Edyson Entertainment Inc for "Nightland"

Egg Head Productions, Inc.

Eh-Okay Entertainment, Inc for "Pete's Christmas"

Eh-Okay Entertainment, Inc. for "The Hunters"

El Duo Motion Pictures Inc for "Room for Rent" (Story Consulting only)

Eleven Cameras Inc

Emotion Pictures

Engels 1 Productions, Inc.

Englishman's Boy Productions Ltd.

Entertainment One Television BAP, Ltd.

Entertainment One Television Productions Ltd for "Ninja Cowboy Bear"

Entertainment One Television Productions, Ltd.

EOD Productions, Inc for "Singularity"

Episode 16 Productions

Episode 17 Productions Inc.

Episode 18 Productions Inc.

Episode 19 Productions Inc.

Episode 20 Productions Inc.

Epitome Pictures for "Degrassi XIV"

Epitome Pictures Inc for "Untitled Kenny Hotz Project"

Epitome Pictures Inc.

Epitome Pictures Inc.

Epitome Pictures Inc.

Epitome Screen Productions Inc.

Epitome Screen Productions, Inc. for "Degrassi XIII"

Epitome Studios, Inc.

Erky Perky Series II (Canada), Inc. for "Erky Perky Series 2"

Esperamos for "Damned Nations"

Everyone's Famous Productions Inc

Evos Media Inc for "Daughter of Darkness"

Ezrin Hirsh Entertainment Inc. for "Cracking Jokes"

F

Fable Company Ltd for " Alive"

Fake City Films Corp

Fanboy Confessional, Inc for "Fan Boys Confessional "

Fancy Shoes TV Inc for "The Pink Indian"

Farmhouse Productions Limited for "Papillon"

Farmhouse Productions Limited for "Sutherland High" (Live Action)

Farmhouse Productions Ltd for "The Pines"

Farpoint Film Inc for "Ordinary Criminals"

Farpoint Films Inc for "Who Needs Enemies"

Fashion Films Inc.

Fatherland Productions Inc.

Festina Lente Productions Inc for "The Misery of Others"

Fiddlehead IV Entertainment Inc.

Film Works Ltd., The

Films 53/12 INC

Films Camera Oscura (9097 - 4767 Quebec Inc)

Films de l'Oleil inc. for "Women in Power, Before and After"

Films Zorba (3087 - 9290 Quebec Inc)

Fire Development Inc.

Firefish Entertainment Inc. for "Kitten Pony Princess"

First Lady Productions Inc

First Star Studios (7169761 Canada, Inc.) for "My Brother Was Abducted by Aliens"

Flashbang Productions

Flashpoint Season 1 Productions, Inc.

Flashpoint Season II Productions, Inc.

Flashpoint Season III Productions, Inc.

Flashpoint Season IV Productions, Inc.

Flashpoint Season V Productions Inc.

Floating Island Entertainment for "Alley Oop"

Force Four Entertainment Inc for "Carbon Hunters"

Force Four Entertainment Inc. for Targets

Force Four Films Ltd for Jack of Diamonds

Force Four Films Ltd. - Love Beta

Force Four Films, Ltd for "Shattered"

Force Four Prds Ltd.- Jinnah on Crime "Photo Finish"

Force Four Prods Ltd. For "Wonderman Vs. Destructo"

Force Four Productions Inc. For "Soul Custody"

Force Four Productions Ltd for "Air India"

Force Four Productions Ltd for "Besties"

Force Four Productions Ltd for "Witness Protection"

Force Four Productions Ltd for Dancing With Danger

Force Four Productions Ltd for Rafay and Burns

Force Four Productions Ltd.

Force Four Productions Ltd. For "Jinnah On Crime"

Force Four Productions Ltd. For "SEED"

Force Fours Films, Ltd for "Linda Stewart"

Fortunate Films, Inc.

Foundation Television Inc. for "The Butterfly Effect"

Foundry Films Inc.

Four Heroes Productions Inc.

Four Seasons Productions Inc.

Frantic Films Live Action Development Inc

Frantic Manitoba Productions, Inc.

Freddie Films Inc. for "UNDONE"

Fresh TV , Inc. for Untitled Company for project Too Cool

Fresh TV Inc for "Bunks 2" aka "Re-Bunked" (MOW)

Fresh TV Inc for "Bunks" (Series)

Fresh TV Inc for "Into You" aka "He Said, She Said"

Fresh TV Inc for 6Teen MOW

Fresh TV Inc for My Babysitter is a Vampire

Fresh TV Inc, for "I Funny"

Fresh TV Inc. for " The Ridonculous Race"

Fresh TV Inc. for "Bunks"

Fresh TV Inc. for Molly's Opinion in trust for Corp. to be Inc

Fresh TV Inc. for Pathfinder

Friday Night Essence, Inc.

Front Door Media Inc.

FTE Productions Inc.

Funco Ltd for "Goldfish"

Funco Ltd. For "Aquabelles"

Funco Ltd. For "Shadow Whack"

Funtime Show Productions, Inc for " Nikki Takes On"

G

Galafilm Productions (National Parks) Inc.

Galafilm Productions Inc.

Game On Productions Inc.

Gaming Show S2 Inc.

Gang of 2 Productions Ltd for "Paramedix"

Gang of 2 Productions Ltd for the project Takedown

Gang of 2 Productions, Ltd for "100 Things Every Man Should Know"

Gang of 2 Productions, Ltd for "Floorwalker"

Gang of 2 Productions, Ltd for "Gangland"

Gang of 2 Productions, Ltd. For "After"

GAPC Entertainment (MathPlosion) Inc. for "writer

Kristen McGregor"

Gateau Productions Inc for

Geller Entertainment Group for "Four in the Morning"

Geoff D'Eon

Georgian Inc. for "Rent-a-goalie"

Geriwinkle Inc.

Gigi II Productions Inc.

Gigi III Productions, Inc.

GMI Productions Ltd

GMI Productions Series II Ltd.

GMI Productions Series III Ltd.

Go Girl Television Productions, Inc.

Go Go Productions Inc

Gold Key Productions Corp.

Goldrush Entertainment Inc. for "Standoff"

Good Morning Productions Inc.

Good Witch (IV) Productions, Inc.

Good Witch (VII) Productions Inc.

Good Witch One Productions Inc.

Good Witch Weds Productins, Inc.

Good Witches Productions, Inc.

Gourmet Det1 Productions (BC) Inc.

Governor Films for "Midnight Rambler"

Governor Films Inc. for "Hamlet"

Greenroom Rogue, Ltd.

Grim Productions API, Inc.

Groupe LP8 Media Inc.

Guru Productions Ltd for ` Wish Come True``

H

H2K Films, Inc.

H2O Motion Pictures Inc. for "Herzl"

Haddock Entertainment Inc.

Halfire Entertainment (Canada) ULC for "Jamestown"

Halfire Entertainment (Canada) ULD for "The Cure"

Halfire Entertainment Ltd

Halfire Entertainment Ltd for "Demons"

Halfire Entertainment Ltd for "Me and the Mrs."

Halfire Entertainment Ltd for "Working the Engles"

Halfire Entertainment ULC

Halfire Entertainment ULC for "Cold Springs"

Halibucket Productions, Ltd for "Crutch"

Handel Productions (SCU) Inc

Handel Productions Inc

Hard Rock Medical Productions, Inc.

Harry and His Bucket Full of Dinosaurs Series II

Haunting Hour Productions II, Ltd

Haunting Hour Productions, Ltd

Haunting Hour Productions, Ltd for "Haunting Hour 4"

Haven 2 Productions (N.S.) Inc.

Haven 2 Productions, Inc.

Haven 3 Productions (N.S.), Inc.

Haven 3 Productions, Inc.

Haven 4 Productions (N.S.) Inc.

Haven 4 Productions, Inc.

Haven 5 Productions Inc.

Haven Productions NS, Inc.

Haven Television, Inc.

HaydenKid Productions Inc. for "Nikki Takes On"

HaydenKid Productions Inc. for "The Weekly Show with Daryn Jones"

Hellhound Productions for ``Jumbo`s Clown Room``

Heroic Film Company II

Hi Opie 1 East Productions Inc for "Hi Opie"

Hi Opie 2 East Productions Inc. for "Hi Opie Season 2"

High Calibre Productions Inc.

High Definition Pictures Inc for Juliana and the Medicine Fish

High Definition Pictures Inc. for "Killing The Shamen"

Highwire Pictures Inc for Hell House

Holgate HL Inc. only for "Hog Lane"

Home Again Film Productions, Inc.

Homemade Holy Places 2, Inc.

Homemade Holy Places Inc

Hope Dies Last Productions Inc.

Hope Zee Three, Inc

Hope Zee Two, Inc. for "Saving Hope 2"

Hour Productions (ON) XIX Inc

Hour Productions (ON) XX, Inc.

Hour Productions (ON) XXI, Inc.

Hour Productions XVIII, Inc.

Hour Productions XX, Inc.

HOV Productions Inc for "House of Versace"

HQ681 Productions Inc.

HTS Productions, Inc.

Hulu Films Inc for "Milton's Secret"

Human Wildlife Productions Inc.

Hungry Eyes Film & Television Inc. for Shoot the Messenger (f/k/a Perceptions)

Hungry Eyes Film & TV for the Production of Guns

Hungry Eyes/Film Food Inc on behalf of the prodco for Common Law

Hunting Season Productions Inc

I

Ice Sweat & Tears Productions, Inc for "Ice Sweat and Tears"

IDL Films

Idlewild Films Limited

IF: Myth 2 Productions Inc

IF: Myth 3 Productions Inc.

IJD Productions, Inc. for "The Prosecutor"

Ilana C Frank Films Inc.

Ilana C. Frank Films Inc for "Malpractice"

I'm Feeling Lucky Productions, Inc. for "JPOD"

In My Parents Garage Productions Inc.

Incendo 2013-02 Productions Inc.

Incendo 2014-02 Production Inc.

Incendo Ice Production Inc

Indestructable Productions Inc.

Indian Grove Productions Ltd.

Indie 1, Inc. for "How To Be Indie"

Indie 2 Inc.

Infield Fly Productions Inc

Infinity Films

Inner City Films for "The Wyld"

Inner City Films Inc for "Boy Wonder"

Inner City Films Inc for "Dreams of the Moon"

Inner City Films, Inc. for "Beat the World"

Innocent Man Productions

Insecurity Holdings Inc

Insecurity Productions II (Ontario), Inc.

Insecurity Productions II, Inc.

Insecurity Productions, Inc.

Insight - A Russell Peters Christmas Ltd for "A Russell Peters Christmas"

Insight Joke or Choke Ltd.

Insight Production Company Ltd for "But I'm Chris Jericho!"

Insight Production Company Ltd for "Get Larry"

Insight Production Company Ltd for "Ready or Not: All Grown Up"

Insight Production Company Ltd for "The Gayest Show on Earth"

Insight Production Company Ltd for Paddle to the Amazon

Insight Production Company Ltd. For "The Angel Chronicles"

Insight Production Company Ltd. For "Valleyheart West"

Insight Production Company Ltd. for "Wasaga Beach"

Insight Production Company Ltd. For "What If?"

Insight Production Company Ltd. for "Where's Stanley"

Insight Production Company Ltd.for "Hockey Boys"

Insight Production Company, Ltd. For "Gifted"

Insight Productions Company, Ltd for "Ready or Not Hello Again" (MOW)

Insight The Scheme Team Ltd.

Insight-Comedy Gold Ltd. For "Comedy Gold"

Insight-Falcon Beach 2 Ltd.

Insight-Hatching Matching and Dispatching Ltd

Insight-Sabbatical, Ltd.

Into the Forest Productions BC Inc. for "Into the Forest"

Investigative Prod. Inc c.o.b.a White Pine Pictures for Holding the Line

Investigator (Series 1) Productions, Inc.

Investigator (Whizbang) Productions, Inc.

IPAHOY Inc.

iThentic Canada Inc for ``Act Up``

It's All About Story Films Ltd

IYD II Productions Inc.

IYD Productions Inc.

J

J.S. Kastner Productions Ltd

Janestown Productions Inc

Jennifer Holness, prodco based on the series Common Law

Jennifer Liao o/a Believerville Productions for "The End of Days at Godfrey Global Inventory"

Jerk Your Own Buffalo, Inc.

JiggiJump TV, Inc for "JiggiJump"

Jill Golick Enterpises, Ltd

Jill Golick Enterprises, Ltd for " Ruby Skye P.I."

Joe Media Productions Inc for "The Garden Swing"

Joe's Daughter, Inc.

John Walker Productions Inc.

Johnny Test IV Productions

Josh Freed Productions Inc.

juliette, inc. for "On Strike For Christmas"

Julijette inc for "Not To Be Trusted (aka But I Trusted You)"

Julijette Inc for "Salem Falls"

julijette inc for Chasing the Devil aka Green River Killer

julijette inc for Everything She Ever Wanted

julijette inc for Susannah's Garden

julijette inc for The Ambassador's Word

julijette Inc for The Class Project

julijette inc for The Igloo

julijette inc for Too Late to Say Goodbye

Julijette Inc.

Julijette, Inc for " The Hunt for the I-5 Killer"

Julijette, Inc for "Single Shot"

julijette, Inc. for "Ricochet"

julijette, Inc. for "Smoke Screen"

Julius Jr. Season 1 BPS. Inc for "Julius Junior Season One"

Julius Jr. Season II Productions Inc. for "Julius Jr. II"

Jumpwire Media for "Kimberly Jenkins Has a Problem"

Jury Duty Productions, Inc for "The Verdict"

K

K9 Cop Films Inc

Karma Film Inc for " The Assassination of Mahatma Gandhi"

Kawoosh Productions DTV I Inc

Kawoosh Productions DTV II Inc

Kawoosh Productions VIII Inc.

Kawoosh Productions X Inc

Kawoosh! Productions IX Inc.

Kawoosh! Productions VII Inc.

Keatley Entertainment Development Co. for "Plastic"

Keatley Film Ltd.

Keatly Entertainment Development Corporation for Off Course

KEI Productions, Inc.

Kelaur Productions Inc

Killjoys Productions Limited

Kind 2 Film Productions, Inc.

Kind 3 Film Productions, Inc. (Less Than Kind III)

Kind 4 Film Productions Inc.

Kind Film Productions Inc.

King Film Productions II, Inc for "King II (Series)"

Kingdom Come Productions Inc

Kink (IV) Productions Inc

Kink (V) Productions Inc

Kinky Hair II Productions, Inc.

Kistikan Pictures Development, Inc. for "The Reckoner"

Klymlove Inc for "Oceana Skies"

KMM Productions Inc for "Kate and Mim Mim" (Season 1 Eps 1-26)

KO Fashion Films (Ontario) Inc.

KOF Film Productions, Ltd for "Famous By Friday"

KOTV Inc (Productions)

L

La Maison de Prod

Lake Erie Films II Inc

Lark Media Development Corp for "Control"

Lark Media Development Corp for "Council"

Lark Media Development Corp. for "Rocket Science"

Lark Productionis Inc. for "Curses"

Lark Productions Inc for "I Owe You"

Lark Productions Inc for "Joint Custody"

Lark Productions Inc for "Priceless"

Lark Productions Inc for "The Mighty Quinns"

Lark Productions Inc for "The Undertaker"

Lark Productions Inc for "Time Out"

Lark Productions Inc. for "False Flag"

Last Hunt Productions Inc.

LC Productions, Ltd.

League of Super Evil Productions II Inc. for League of Super Evil II

Leaping Lizard Productions Inc for "The Runner"

Leaping Lizard Productions Inc. for "Rayman"

Leopard Music Productions, Inc.

Leopard Productions Inc for "Rita MacNeil's Cape Breton"

Les Productions Colin Neale Inc.

Life Coach Productions Limited

Life With Derek II Inc

Life With Derek Inc.

Life With Derek IV Inc.

Lifelog Films (8775478 Canada Inc.)

Lightship Entertainment, Inc.

Lions Gate Television, Corporation

Little Bee (1) Productions Inc.

Little Mosque New Media II, Inc.

Little Mosque New Media, Inc.

Little Mosque Productions for "Little Mosque on the Prairie"

Little Mosque Productions III, Ontario Inc.

Little Mosque Productions IV Ontario, Inc.

Little Mosque Productions Ontario, Inc.

Little Mosque Productions V Ontario, Inc.

Little Mosque Productions V, Inc.

Little Mosque Productions VI Ontario, Inc.

Little Rabbit Inc "Torment"

Lodgepole Productions, Inc. for "The Beetles Are Coming"

Long Live Comedy Productions, Ltd.

Look to the Sky Productions Inc. solely for the project "Off the Edge"

Love Me Productions Inc.

Love Productions for "Ike and Femur"

Lower Canada Productions Inc. for "The Siege of Kebec"

Lowik Media 2008 Inc

Lumanity Productions Inc for "Consumers"

Lumanity Productions Inc. for "Born to be blue"

M

M & R V Productions, Ltd for "Max and Ruby Season 5"

Mackerel Pie Pictures, Inc.

Mad Hive Media Inc for "Neanderthal ReGenesis"

Mad Mummer Media, Inc.

Mad Samurai Productions, Inc. for "Smashed"

Magee TV for "Rehab"

Magee TV for "The Hill"

Magee TV for "The Men"

Magical Garden (Whizbang) Productions, Inc.

Malachy Season 2, Inc.

Malachy Season 3, Inc.

Malachy Season 4, Inc.

Malachy Season 5, Inc. for "Republic of Doyle 5"

Malachy Season 6 Inc.

Manitouwabi Films, Ltd.

Marblemedia Development Inc for "Acting Up"

Marblemedia Development Inc for "Breaker Brothers"
Marblemedia Development Inc for "Dave & Jonesy's Locker"

Marblemedia Development Inc for "Hi Opie"
Marblemedia Development inc for "Hoodangit and Drybiscuit"

Marblemedia Development Inc for "NYDC"
Marblemedia Development Inc for "Untitiled Ward Island Project"

marblemedia Development, Inc for "Fame and Cory"

Marblemedia Development, Inc. for "Dog Hoppers"

Marblemedia Interactive Inc (solely for) "Open Heart"

Marblemedia Interactive, Inc. for "Stoked Interactive"

March of Remembrance Productions, Inc.

Marianthi Film Productions, Inc.

Maritime Violine Productions Inc

Markham Street Films for "Fan Boys Confessional"

Markham Street Films Inc for " The Borderless Sky"

Markham Street Films Inc for " The Cholesterol Question"

Markham Street Films Inc for "Sailor Girl"
Markham Street Films Inc for "The Magic Bullet" (feature length Documentary)

Markham Street Films Inc for "Who Killed Feminism"

Markham Street Films Inc for Fit To Print
Markham Street Films Inc for The Return of the Fabulous Seven

Markham Street Films Inc for Victoria Day
Markham Street Films Inc. for the feature length film tentatively titled Meeting the Sumdees

Markham Street Films Inc. solely for the project "Heaven is Small"

Markham Street Films, Inc for "Ice Sweat and Tears"
Markham Street Films, Inc. for "Acquainted With the Night"
Markham Street Films, Inc. for "The Edible Woman" (Story Editing/Consulting only)

Markle Production Inc.

Massey Productions Ltd for Harry Abbott

Massey Productions Ltd.

Massey Productions, Ltd, for "Matching Blue"

Max & Shred 2 Productions Inc.

Max & Shred Productions Inc.

Max Films Media Inc

MBA Media Development Inc.
MBV Productions (Season II), Inc. for "My Babysitter is a Vampire - Season II"

McMac Media Inc.

Me Three Productions, Inc.
Media Headquarters Film & Television Inc for "The Impostors"
Media Headquarters Film & Television Inc for "Untitled Skating Project"
Media Headquarters Film & Television Inc. for "Souvenir of Canada"

Media Headquarters Film & TV Inc. for "The Summit"
Media Headquarters Film and Television for "Polar Bears"
Media Headquarters Film and Television, Inc. for "Buffalo Jump"
Media Headquarters Film and Television, Inc. for "Nate's North"

Media RendezVous Inc for "Rebels"

Meet Phil Productions, Inc.

Mega Builders V Productions, Inc.

Mega Builders VI Productions, Inc for "Mega Builders VI"

Merit Development, Inc.
Mezo Entertainment Inc for "Robert C. Cooper Blind Pilot"

MGA Films Inc for " Imago Chronicles: A Warrior's Tale"

MH&S Productions Inc

Mia Moo Productions Inc.
Mickey Rogers Media for "Ollie: The Boy Who Became What He Ate"

Middle Child Films for "Shadowman"
Middle Child Films Inc for "Never Shoot a Stampede Queen"

Might Jungle 3 Productions, Inc.

Mikisew Keemiwan Productions, Ltd.

Milestone Productions Inc for Shout (SC only)

Minds Eye Dev. Inc. for The Tommy Douglas Story

Mind's Eye Dev. Ltd.. for Green Grass, Running Water
Minds Eye Development Inc for Heaven and Earth: he Major Walsh Story

Minds Eye Development Inc. for Crude

Minds Eye Development Inc. for Damon

Minds Eye Development, Inc for "Zoe"

Minds Eye Development, Inc. for Cars from Mars

Minds Eye Development, Inc. for The Last Crossing

Minds Eye Dvlpt. Inc. for "The Salé/Pelletier Story"

Minds Eye Prds Inc. for "Stubble Jumpers"

Mindset Television Inc. for "Firebrand"

Mistral Media Inc.

Mixed Blessings Cycle II, Ltd.

Mixed Blessings Cycle III, Ltd.

MJ Productions Inc

Moccasin Flats Films Inc.

Mohaw Princess Pictures, Inc.

Monday Report I Inc.

Montefiore Films, Inc for "Cas & Dylan"

Montefiore Films, Inc for "Divorce Party"

Montefiore Films, Inc for "Welcome to 30"

Morag Loves Company and Josh Freed, Inc.
Morag Loves Company for "Away from Everywhere" aka "Away"

Morag Loves Company for Alligator

Morag Loves Company, Ltd. For " Playing the Machines"

Morag Loves Rowdy

Morag Loves Tapestry

Morag Productions Inc.
Mosaic Entertainment for "White Mask" (Story Consulting"

Mosaic Entertainment, Inc for "Delmer and Marta"
Motel Pictures Inc for "The Other Half of a Missing Person" (SC only)

Motion Picture Enterprises, Inc. for "Alive"

Motive Productions 1, Inc.

Motive Productions II, Inc

Motive Productions III Inc.

Mountain Men Productions Inc.

Mountain Road Distribution Inc.

Mountain Road Pictures, Inc.

Moving Story 2 Film Inc for "The Good Citizen"

Mr. D S2 Productins Limited

Mr. D S4 Productions Ltd

Mr. D. Productions Limited

Mr. D. S3 Ontario Productions Limited
Mr. Miracle Productions Ltd for "Mr. Miracle" (TV Movie)

Mr. Young (1) Productions, Inc. for "Mr. Young"

Mr. Young (III) Productions, Inc.

Mr. Young II Productions, Inc for "Mr. Young - Season II"

MTP 2 Productions Inc.

Muddy Water Productions Inc.

Mulmur Feed Co. Ltd

Mulmur Let Coast Productions, Inc.

Mulmur's One Week Inc

Mulmur's Still Inc.

Multipix Management (Canada) Inc.
Multiple Media Entertainment Inc for "Anna Porter Mystery"
Multiple Media Entertainment Inc for "Barbara Holloway Mystery"
Multiple Media Entertainment Inc. for "Maggy Thorsen Mystery I"

Multiple Media Entertainment Inc. for 1 Arkham Avenue

Multiple Media Entertainment, Inc. for "Olympus"

Multiple Media Entetaiment Inc for "Turkey Hollow"

Murdoch Online IV , Inc.
Mus Entertainment Incor for `Real Murders: An Aurora Teagarden Mystery``
Muse Entertainment (Ontario) Inc. for A Healthy Place to Die

Muse Entertainment (Ontario) Inc. for Death Al Dente
Muse Entertainment (Vancouver) Inc for "A Healthy Place to Die"

Muse Entertainment Ontario Inc for "A Bone to Pick"

Muse/Vérité Development Inc.

Mustard Pancake Productions

MWB 1 Productions, Inc.

My History Productions Inc.
Mystic Point Productions Inc for "Nim's Island Adventure"

N

Napkin Man Productions, Inc

Natasha Films Inc.

Nation Building Productions Inc.

Nero Films Incorporated

Network Pictures Eight Inc.
Network Pictures Ten Inc. for "The Life and Times of Ron Lancaster."

New Kingdom Productions Ltd for "The Kult"

New Metric Media for "Divorce Party"

New Metric Media Inc for "Broken"

New Metric Media Inc for "Fort Mac"

New Metric Media Inc for "Letter Kenny"

New Metric Media Inc for "Rollercoaster"

New Metric Media Inc for "What Would Sal Do?"

New Real Films for Leslie

NGN Fighter Productions Inc

NGN Prima Productions, Inc.

Nicey Nice (Copperheart) Productions Inc.

No Equal Ent. for the project "Six Months and a Day"

No Equal Entertainment for "Big in the 80s"

No Equal Entertainment for "Bitten"

No Equal Entertainment for "Moon Knight"

No Equal Entertainment for International Idol

No Equal Entertainment Inc for It's Good Stuff

No Equal entertainment Inc. for "The List"

No Equal Entertainment Inc. for the project "Spadework"

No Equal Entertainment, Inc. for "Reena"

No Stranger Films Inc.

Nomadic Pictures Corp. for "Murder at the Presidio"

Noodle Productions Inc for Resistance

North Central Films III Inc

North Central Films IV Inc.

North Central Films Two Inc.

North of 60 Movie Six Inc.

North South Productions Incorporated

Northern Limousine Productions, Inc.

Not a Real Company Productions Inc.

Not a Real Company Productions Inc. for "Schitts Creek"

Not Fade Away Films Inc.

Nothing Inc.

Nowhere to Run Productions Inc.

NTM II Productions Inc.

NTM III Productions Inc

NTM Productions Inc.

NTM V Productions Inc. for "Comedy Inc. - Season V"

O

OAP Productions

Oasis Productions Inc.

Ocean Entertainment for "Foo's Paradise"

Ocean Entertainment Ltd for "The Pink Indian"

Odd Sock Films Inc for "Shoot Me"

Odd Sock Films, Inc for "The Mad and the Bad"

Off Island Films, Ltd

Off Island Films, Ltd for "Yukon Webseries"

Off-Leash TeleProductions Inc.

Ohana Pictures

Oil Rigger Productions Inc.

Olympia Films Inc for "The Street"

Olympus Productions Inc

Omni Film Drama Development, Ltd.

Omni Film Drama Development, Ltd.

Omni Film Prod. Ltd for Running on a Dream, 25 years after Terry Fox

Omni Film Productions Limited and Booming Out: Rebuilding The World

Omni Film Productions Limited and Key to the Midway

Omni Film Productions Limited and Missing Sarah

Omni Film Productions Ltd.

Omni Film W8 Development, Ltd.

One Pound One Productions Inc.

OP Beach I Inc for Falcon Beach: The Series

OP Beach II Inc.

OP Development Inc for "Bury My Heart"

OP Development Inc.

OP Development Inc. for "Falcon Beach:The Series"

OP Development Inc. for the tv project "Cricket"

OP Mysteries Inc.

OP Sun Inc. for "Midnight Sun"

Opolo Pictures, Inc for "A Good Girl" (Story Consulting only)

Optic Nerve Films Inc for The Shooting Stage

Original Pictures Inc.

Original Pictures Inc. (OP Vogue Inc) for "En Vogue Christmas"

Original Pictures Inc. (The Tribune & Advocate)

Orphan Black II Productions Limited

Orphan Black III Productions Limited

Orphan Black Productions, Limited for "Orphan Black"

OSA Productions, Inc for "The Chocolate Chip Cookie Murder"

OSA Productions, Inc for "The Sugar Cookie Murder"

OSA Productions, Inc. for "The Blackberry Pie Murder"

Out of Whack Productions Inc

P

P Falls 3 Productions Inc.

P. B. Productions II, Inc. for "The Runaway Doctor"

P.B. Productions II Inc.

P.W.K. Productions Inc.

Pacific All Risk Production Company Inc.

Pacnwest Media, Ltd for "After the Wedding"

Pamplemousse Media Inc

Panacea Entertainment

Pandamotion Picture Company Ltd

Pants Ablaze Productions (TFTM4) Inc.

Papa Alpha Productions Inc.

Paperny Films Development, Inc for "It Seemed Like a

Good Idea at the Time"

Paperny Films Development, Inc.

Parole Productions Inc.

Passez Go Inc. (Les Productions)

PB Productions II Inc

PDM Entertainment Inc.

Penflo Productions (1), Inc. for "Hiccups"

Penflo Productions II, Inc.

Penflo Productions, Inc.

Penitent Pictures, Inc for "Forgive Me"

Perfect Child Productions Inc.

Perfect Stranger Productions Inc
Phaneuf Television II Inc for "Patrick Groulx "Job Humoriste"

PHD Productions for Bones

Pictou Twist Pictures, Inc.
Pier 21 Films Ltd for "An Elaborate History of Simpler Times"

Pier 21 Films Ltd for "Dance The Green"

Pier 21 Films Ltd for "Enemies of the People"

Pier 21 Films Ltd for "Foxe"

Pier 21 Films Ltd for "Homicide"

Pier 21 Films Ltd for "Medical Examiner"

Pier 21 Films Ltd for "Sook-Yin Lee Blind Pilot"

Pier 21 Films Ltd for "Strain"

Pier 21 Films Ltd for "The Beaverton"

Pier 21 Films Ltd., for Smilin' Jack

Pink Pictures Inc for "The Pinkertons"

Pink Sky Entertainment Inc for A Date to Remember

Pink Sky Entertainment, Inc. for "Critical Incident"

Pinkerseries Inc.

Plant Films, Inc.

Playground Media, Inc for "Bobs and LoLo"
Playtime Productions Inc for "Sing, Dance and Play with Bobs and Lolo"

PMA Documentaries Inc.

PMA Productions Inc

Pope Productions Ltd.

Port Dundas PD Film Inc for "The Calling"

Possibles Media II Inc. for "Rest Home"

Post Mortem Productions Inc

Prairie Dog Film & Television Ltd.

Prairie Pants Production III Inc.

Prairie Pants Productions II Inc.

Prairie Pants Productions III Inc.

Prairie Pants Productions Inc.

Prairie Pants Productions IV

Prairie Pants Productions V Inc.

Prairie Pants Productions VI, Inc.

Prairie Productions Inc. for "When Calls the Heart"
Production Company to be Incorporated for "Operation Red Dog"
Production Company to Be Incorporated for "Shoot the Messenger" fka "Perceptions"
Production I. G Queec Inc for "The Last Druid - Garm Wars"

Productions Jesse Race Quebec Inc.

Productions Sagatoon Quebec Inc for "Troll"

Project 10 Productions Inc for "GPs"

Project 10 Productions, Inc for "Spun Out"

Proper Media Group Ltd for "GEM"

Propheads II Productions, Ltd.

Propheads III Productions, Ltd.

Propheads Productions, Ltd.

Propheads V Productions, Ltd for "Ice Pilots V"
Prospero Pictures for "The Unauthorized Biography of Alice B"

Prospero Pictures for "Triumph at Kapyong"

Protocol (Brewery) Productions Inc.

Protocol (New Girl) Productions Inc.

Protocol (Saddle Club) Productions 2

Protocol (Saddle Club) Productions 3, Inc.

Protocol (Train 2) Productions Inc.

Protocol (Train 3) Productions Inc.

Protocol (Train) Productions Inc.

Protocol Beat Productions Inc

Protocol Entertainment Inc.

Puppet on a Chain Inc.

Pyros 2 Productions Ltd for "Pyros II"

Pyros Productions, Ltd for "Pyros"

Q

Quadrant Motion Pictures Inc for "FIDO"

Quadrant Motion Pictures Inc for "The Invisibles"

Quadrant Motion Pictures Inc. for "Jekyll & Hyde"
Quadrant Motion Pictures, Inc for "My Asshole Neighbour"

Quant Productions Inc.

Queen Bee Productions, Inc for "Mother's Day Off"

Quiet Revolution Pictures Inc. (for story consulting only)

QVF 2007 Productions Inc for Daniel's Daughter

QVF 2007 Productions Inc for When You Listen

QVF Inc for Daniel's Daughter

QVF Inc for The Last Rainmaker

QVF Inc for The National Tree

QVF Inc for When You Listen

QVF Inc. for " 1812 "

QVF Inc. for "Bleeders"

QVF Inc. for Fairfield Road

QVF, Inc. for "Last Seen Alive"

R

Rabbit Fall Films Series 2, Inc.

Rabbit Falls Films Series 3, Inc.

Racer Dogs (Canada) Productions, Inc. for "Racer Dogs"

Radio Hype Productions Inc.

RAG TV 3 Inc.

Rainmaker Entertainment Inc for "ReBoot" (Feature Film)

Randolph Films Inc

RC Richter Productions Inc for "Crossing the Rubicon"

Ready, Set, Panic Inc for "Bill & Sons Towing"

Really Me Productions (Season 2) Inc.

Really Me Productions, Inc.

Red Cedar Films Inc for "Storm"

Red Cedar Films, Inc. for "Bow Grip"

Reel World Management Canada for "The Fountain"

Remedy Season One, Inc.

Remedy Season Two, Inc.

Remember Productions Inc.

Renegade Press Productions III Inc.

Renegade Press Productions IV Inc.

Republic Season 2, Inc.

Republic Season 3, Inc.

Republic Season 4, Inc.

Republic Season 6 Inc.
Rescued Horse Christmas, Inc. for "A Heartland Christmas"

Rescued Horse Season Eight Inc.

Rescued Horse Season Five, Inc for "Heartland V"
Rescued Horse Season Four, Inc. for "Heartland Season Four"

Rescued Horse Season III, Inc.

Rescued Horse Season One, Inc.

Rescued Horse Season Seven Inc.

Rescued Horse Season Six Inc. for "Heartland VI"

Rescued Horse Season Two, Inc.
Resonance Films Inc. for "Mountain Men (fka Ice Kings) only)

Retail Productions, Inc.

Reunion Pictures Development Inc

Rezolution Pictures (Mohawk Girls) Inc for "Mohawk Girls 2"
Rezolution Pictures (Mohawk Girls) Inc for "Mohawk Girls"

Rezolution Pictures International Inc.

RGB Productions Inc.

RGB Productions Inc. for "Heartland Medical"

Rhombus Forest Inc.

Rhombus Media (MTT) Inc.

Rhombus Media Inc.

Richmond Street films II, Inc

Rick Mercer Report III

Rick Mercer Report IV Inc.

Rick Mercer Report IX Inc

Rick Mercer Report VI, Inc.

Rick Mercer Report VII

Rick Mercer Report VIII, Inc.

Rick Mercer Report XI, Inc.

Rick Mercer Report XII, Inc.

Riding Films Inc
Rink Rat Productions Inc for "Donnie Dumphy: How to be Deadly"
Riverboat Productions Inc. for "Riverboat Murder Mystery Cruise"

Rivercross Ranch Season One, Inc.

R-Man Productions Inc.

Rob Heydon Holdings Inc for " 12 to 12"

Robson Arms III Productions Ltd.

Robson Arms Productions Inc

Rock Icons Productions Inc.
Rocket Monkey Special Productions Inc for "Rocket Monkeys Special"

Rookie Blue Five, Inc.

Rookie Blue Four, Inc..

Rookie Blue Six Inc.

Rookie Blue Three, Inc.

Rookie Blue Two, Inc.

Rosetta Media Inc.

RSPI - TMP Ltd for "Ruby Skye PI III"

RSPI-THL Ltd.

Running Man Productions (Canada) Inc

S

S. Portrait Productions Inc.

Sad Glasses Productions, Inc. for "Dan For Mayor"

Safehaven Productions Inc.

Salambo TV, Inc. for "Tetes a Claques" (Eng. Dev)

Salvail & Co Inc.

Sanctuary 2 Productions, Ltd.

Sanctuary 3 Productions, Ltd.

Sanctuary 4 Productions, Ltd.

Sarrazin Couture Entertainment Inc.

Sarrazin Productions Inc.

Saturne 5 Inc.

Saving Hope 1 Productions, Inc.

Screen Door (MVP) Productions Inc.

Screen Door Inc.

Screen Door Inc. for "Tati's World Inc"

Screen Siren Pictures Inc for "Breaking Ranks"

Screen Siren Pictures Inc for "Cassandra's War"

Screen Siren Pictures Inc for "Cassandra's War"

Screen Siren Pictures Inc for Novella

Screen Siren Pictures Inc. for the project "Luna"
Screen Siren Pictures Inc. solely for the project "Indian Horse"

Screen Siren Pictures, Inc. for "Daydream Nation"

Screen Siren Pictures, Inc. for "Tuff City"
Sea to Sea Productions Ltd "soley for the Production" Child Free
Sean Cullen Xmas Special Ltd. For "Sean Cullen's Home for Xmas"

Second Wives Productions Inc

Secret Location Inc.

Secret Location Inc. for "Played Interactive"

Sector Productions Inc

Seedling Productions 2 Inc for "SEED II"

Seedling Productions Inc for "Seed"

Sepia Films Ltd for Shine of Rainbows

Serendipity Point Films for "God's Gift"

Serendipity Point Films for "Last Stop, Paris"

Serendipity Point Films for "Solomon Gursky Was Here"

Serendipity Point Films for "The Devil You Know"

Serendipity Point Films for "Where the Truth Lies"

Serendipity Point Films Inc for " 500 Keys"

Serendipity Point Films Inc for " You Might As Well Live"

Serendipity Point Films Inc for "Mata Hari"
Serendipity Point Films Inc for "The Patch" aka "Untitled Brothers Series"

Serendipity Point Films Inc. for "Counter Point"

Serendipity Point Films Inc. for "G Spot"
Serendipity Point Films Inc. for "Men With Brooms - The Series"

Serendipity Point Films Inc. for "Somebody Loves You"
Serendipity Point Films Inc. for "Untitled Megan Martin Project"
Serendipity Point Films Inc. for the project "Barney's Version"

Serendipity Point Films, Inc for "Insatiable"
Serendipity Point Films, Inc for "Men With Brooms - Series II"

Serendipity Point Fims Inc. for "Four in the Morning"

Serendipity Point Projects Inc. for "Being Julia"

Serendipity Point Projects Inc. for "Men With Brooms II"

Serendipity Point Projects Inc. for "No Other Life"

Serendipity Point Projects Inc. for "Painkillers"
Serendipity Point Projects Inc. for the project "The Statement"

Session 1 Productions Limited

Session Productions Limited

Seven 24 Films Inc for "Darkwater"

Seven24 Films Inc for "Gifted"

Seven24 Films Inc. for " Rush To Judgement"

Seven24 Films Inc. for " Sea to Sky"

Seven24 Films Inc. for "White Hats"

Seven24 Films, Inc

Seven24 Films, Inc. for "Black Watch"

Seven24 Films, Inc. for "Borealis" only

Seven24 Films, Inc. for "Protecting Mr. X"

Seven24 Films, Inc. for "White Fang"

Seven24 Films, Inc. for "Wild Roses" Season II

Seven24 Films, Inc. for "Witness"

SFI Bishop 2010, Inc.

Shaftesbury Aaron Stone, Inc.

Shaftesbury Aladdin I Inc.

Shaftesbury Baxter 1, Inc.

Shaftesbury Big Break, Inc

Shaftesbury Bloodletting, Inc.

Shaftesbury CanLit I Inc.

Shaftesbury Dark Oracle II Inc

Shaftesbury Development Inc.
Shaftesbury Developments Inc. For "Debbie Palmer Project"

Shaftesbury Digital 1, Inc.

Shaftesbury Films Inc and Original Pictures Inc

Shaftesbury Films Inc.

Shaftesbury Films Inc.

Shaftesbury Films Inc.

Shaftesbury Films Inc. for "Mischief City"

Shaftesbury Good Dog II, Inc.

Shaftesbury Good Times Inc

Shaftesbury Heroes Inc

Shaftesbury HFTH Inc.

Shaftesbury Jane Show I Inc

Shaftesbury Jane Show II Inc.

Shaftesbury Kids II Inc.

Shaftesbury Kids V Inc.

Shaftesbury Lifetime 2007 Inc.

Shaftesbury Listener I, Inc.

Shaftesbury Listener II, Inc.

Shaftesbury Listener III, Inc.

Shaftesbury Listener IV, Inc.

Shaftesbury LLHP Inc. and 635665 British Columbia Ltd.

Shaftesbury Murdoch I Inc.

Shaftesbury Murdoch II, Inc.

Shaftesbury Murdoch III, Inc.

Shaftesbury Murdoch IV, Inc.

Shaftesbury Murdoch IX, Inc.

Shaftesbury Murdoch V, Inc.

Shaftesbury Murdoch VI, Inc.

Shaftesbury Murdoch VII, Inc.

Shaftesbury Murdoch VIII Inc.

Shaftesbury Murdoch VIII, Inc.

Shaftesbury Mysteries IV Inc.

Shaftesbury Mysteries VI Inc.

Shaftesbury Mysteries VII Inc.

Shaftesbury Mysteries VIII Inc.

Shaftesbury Ohmies I Inc.

Shaftesbury Overruled II, Inc.

Shaftesbury Overruled III, Inc.

Shaftesbury R&J Inc for "Rise"

Shaftesbury Regenesis II Inc

Shaftesbury Regenesis III Inc.

Shaftesbury Regenesis IV, Inc.

Shaftesbury Rex, Inc.

Shaftesbury Rise Up, Inc.

Shaftesbury Robber Inc

Shaftesbury Tangled 1, Inc.

Shaftesbury Tangled, Inc.

Shaftesbury Vacation, Inc.

Shaftesbury WE Productions Inc.

Shattered Productions I, Ltd.

She Productions Inc.

She-Wolf Season 2 Productions Inc.

Shiny Happy Pictures Inc for "GPs"

Shoebox Productions Inc.

Shore Road Pictures Inc for "Manage"

Shore Road Pictures Inc for "Off School Grounds"

Shore Road Pictures Inc for "Sown"

Shore Road Pictures Inc for "The AQ"

Shore Road Pictures Inc for "Wheat Kings"

Shore Road Pictures, Inc.

Short Stop Pictures IV Ltd

Short Stop Pictures VI, Ltd for "Short Film Face Off 2013"

Short Stop Pictures VII Ltd.

Show Me Yours III Productions Inc

Shutterbugs Productions Inc.

Sibling Search Productions Inc.

Sienna Films Development Inc for "Central Grace"

Sienna Films Development Inc for "Dead Criminals Society"

Sienna Films Development Inc. for "This American Dream"

Sienna Films Development, Inc for "Stickup Men"

Sienna Films Development, Inc. for " Damaged Goods"

Sienna Films Development, Inc. for " The Heretics"

Sienna Films Development, Inc. for "Combat Hospital"

Sienna Films for "Sibs"

Sienna Films for "The Fires"

Sienna Films Inc for "1936"

Sienna Films Inc for "Eden Ontario"

Sienna Films Inc for "Gold Lame"

Sienna Films Inc for "Ken Taylor MOW"

Sienna Films Inc for "The Cop's Wife"

Sienna Films Inc for "Today and Maybe Tomorrow"

Sienna Films Inc for From Bruised Fell

Sienna Films Inc for Grade Five

Sienna Films Inc. for "A Complicated Kindness" (SC)

Sienna Films Inc. for "Glow Dog"

Sienna Films Inc. for "Step"

Sienna Films Inc. for the production "Infiltration"

Sienna Films Productions II Inc.

Sienna Films Productions XII, Inc for " Combat Hospital"

Sienna Films, Inc for "All In"

Sienna Films, Inc. for "Bright Tragic Thing"

Sienna Films, Inc. for "Untitled CBC Spy Project" aka "Secret Life"

Silver City Productions Inc.

Sinking Ship (I Dare You II) Productions, Inc.

Sinking Ship (Adventure III) Productions, Inc. for "Are We There Yet? World Adventure - Season 3"

Sinking Ship (Annedroids II) Productions, Inc.

Sinking Ship (Annedroids III) Productions Inc.

Sinking Ship (Annedroids IV) Productions Inc.

Sinking Ship (Annedroids) Productions Inc

Sinking Ship (Chirp) Productions Inc.

Sinking Ship (Dino Dan II) Productions Inc.

Sinking Ship (Dino Dan) Productions, Inc.

Sinking Ship (Giver II) Productions Inc.

Sinking Ship (Giver III) Prod. Inc.

Sinking Ship (Giver) Productions, Inc for "Giver"

Sinking Ship (Odd Squad) Productions, Inc.

Sinking Ship (Playdate) Productions Inc.

Sinking Ship (This is) Productions Inc.

Sinking Ship Entertainment Inc for "Anne's Droids"

Sinking Ship Entertainment Inc. for "Amazon Demo"

Sinking Ship Entertainment, Inc for "Go Wild"

Sinking Ship Entertainment, Inc for "Playdate"

Sinking Ship Productions, Inc

Sir Perphoulous Films Inc.

Skins 1 Productions, Inc.

Skywriter Television, Inc. for "Elliott and Lucy"

Slanted Wheel Ent. Inc. for "Girl Sleuth"

Slanted Wheel Entertainment for "Blind Zone"

Slanted Wheel Entertainment for "Cat's Crossing"

Slanted Wheel Entertainment for Fearsome Particles

Slanted Wheel Entertainment for Molly Lurch

Slanted Wheel Entertainment Inc for Blood Sports

Slanted Wheel Entertainment Inc for Brain

Slanted Wheel Entertainment Inc for Dead Sparrows

Slanted Wheel Entertainment Inc for June Callwood

Slanted Wheel Entertainment Inc for My Superstar

Slanted Wheel Entertainment Inc for The Bad Life aka Mr Delle Donne

Slanted Wheel Entertainment Inc. for "Alice, I Think"

Slanted Wheel Entertainment Inc. for "Lady Barbara"

Slanted Wheel Entertainment Inc. for "Mike Danton"

Slanted Wheel Entertainment Inc. for "Raging Days"

Slanted Wheel Entertainment Inc. for "Satellite Kid"

Slanted Wheel Entertainment Inc. for "The Beckoners"

Slanted Wheel Entertainment Inc., for "Valhalla"

Slanted Wheel Entertainment Ltd. for " Plague City: SARS in Toronto"

Slanted Wheel Entertainment Ltd. for "City of Ice"

Slanted Wheel Entertainment Ltd. for "Friend of the Family, A"

Slanted Wheel Entertainment Ltd. For "Risking it All"

Slanted Wheel Entertainment Ltd. for "Summer Hit"

Slanted Wheel Entertainment, Inc. for "Dark Room"

Slanted Wheel Entertainment, Inc. for "Last Supper"

Slap Happy (Nerds & Monsters 1) Cartoons Inc.

Slap Happy (Nerds & Monsters 2) Cartoons Inc. for Nerds and Monsters - Season 2

Slate Development Limited

Slate Development Limited for "Bo On the Go III"

Slate Development, Ltd. For "Pirates"

Slugterrainea Productions (III) Inc.

Small Miracles Productions Inc

Snap III Productions, Inc for "Animal Mechanicals (Season III)

Soapbox Productions Inc.

Solo Productions Inc.

Souleado Entertainment Inc for "A Time To Quit"

Souleado Entertainment Inc.

Sound Doc Inc

Sound Venture 18 Productions, Inc for "18 to Life 2"

Sound Venture 18 Productions, Inc. for "18 To Life"

Sound Venture Productions Ottawa Limited

South Creek Pictures Inc for "Chained" (Story Consultant only)

Spacious Bachelor Productions Inc.

Sparrow Media Co., Inc.

Sparrow Media Development Inc.

Special Delivery TeleProductions Inc for "Dead Letters"

Spenny Productions, Inc.

Spicetown Inc.

Spider Riders Productions Inc

Spider Web Pictures/Nedji Corp

Spin Master Film Production, Inc. for "Kawaii Crush - Season 1"

Spin Master Hatching Productions, Inc. for "Abby Hatcher Monster Catcher"

Spindle Shanks Productions, Inc.

Spiteful Too Pictures Inc

Spooky Lake Films

Spotlight Television and Film Productions, Inc. for "Do No Harm"

Springville Productions II, Ltd

Springville Productions Ltd

Spud Media Inc for "Naked Fury"

Spun Out 2 Productions Inc.

Spun Out Productions Inc.

SSD Christmas Productions (Muse) Inc.

SSD MOW1 Productions (BC) Inc.

Stacked Like Me Films Inc

Standing 8 Productins for "House of Blues"

Standing 8 Productions for "Criminology"

Standing 8 Productions Inc for Poor Boy's Game

Standing 8 Productions Inc for Serial Killer's Club

Standing 8 Productions, Inc. for "Micronation"

Stargate Universe Productions 1, Inc.

Starmaps Productions Inc.

Stephen Onda Productions

Still Alive Productions Inc.

Still Life Ontario Inc.

Stonewall Canada Productions Inc.

Storming Juno Productions, Inc.

Storylab Productions for "Bering Witness"

StoryPark Inc.

Strada Films "Ava Lee: The Water Rat of Wanchai"

Strada Films for "Swan Dive"

Strada Films for The Edible Woman (SC Only)

Strada Films Inc for De Niro's Game

Strada Films, Inc for "The Outlander"

Strip Productions, Inc.

Stubborn Pictures Inc.

Student Body II Productions Inc.

Studio B Development Inc. for "Spot the Cat"

Studio B. Holdings, Inc.
Substitute Productions NS Limited & Substitute Productions ONT Limited for "The Substitute Teacher"

Subtle Cues Films Inc. for "Decoding Desire"

Sudden Storm Entertainment Ltd for "The Tourists"
Sudden Storm Entertainment Ltd. for "The Golddigger" (SC Only)

Sullivan Entertainment Inc.

Summer Pictures Inc for Scream of a Butterfly

Summerhill Entertainment, Inc.

Sunnyside Up Productions, Ltd.

Sunnyvale Productions 8 Inc.

Sunnyvale Productions Inc.

Sunshine Sketches Productions, Inc.

SvsF Productions Inc for "Freak vs Sweet"
Swearnet & Friends Productions Inc. for "Community Service"

Swearnet & Friends Production Inc.
Swearnet & Friends Productions Inc. for "TPB Christmas Special"

SWG TV Inc

Swing Media Corp for "Sight" (Pilot episode)

SWSG II TV Inc. and SWSG III Inc.

Syon Media Inc.

T

T Man Productions Inc.

Tagish Lake Films Inc.

Take 5 Development, Inc.

Take the Shot Productions Inc

Tales from Cryptville Productions, Inc.

Tapestry Pictures Inc.

Taxi Series Inc

TBLP Productions Inc for "

Teenage Brain Films, Inc.

Teleplay Development Inc for "Field Trip"

Teleplay Development Inc for "Play Date"

Teleplay Development Inc for "The Perfect Wedding"

Teleplay Development Inc.

Tell Tale Productions Inc for "Trek of the Titans"

Temple Dance II Productions, Ltd for "The Next Step II"

Temple Dance III Productions Limited

Temple Dance Productions Limited for "The Next Step"

Temple Music Room Production Limited

Temple Sketch Productions Limited
Temple Street Production, Inc for " Gavin Crawford's Wild West"
Temple Street Productions Incorporated for "Clare Voyance and the Happy Mediums"
Temple Street Productions Incorporated for "Olympus Heights"

Temple Street Productions Incorporated for The Drifters

Temple Street Productions, Inc for "Holdback"

Temple Street Productions, Inc. for " Die Already"
Temple Street Productions, Inc. for " Home and Native Land"

Temple Street Productions, Inc. for " Micro Force"

Temple Street Productions, Inc. for "107, The Mouth"
Temple Street Productions, Inc. for "Aaron Martin Blind Pilot"

Temple Street Productions, Inc. for "Angel on Campus"
Temple Street Productions, Inc. for "Being Erica, Season II"

Temple Street Productions, Inc. for "Dante's Inferno"

Temple Street Productions, Inc. for "MoonGyrls"

Temple Street Productions, Inc. for "Science Faction"

Temple Street Productions, Inc. for "Three Days' Grace"

Temple Street Productions, Inc. for ``Common Law``
Temple Street Productions, Incorporated for " Your Time is Up"

Terra Rossa Pictures

The Boys of Spring Productions, Inc.
The Eyes Television Production Ltd. Excl. for "Wondrous Strange"

The Firm Television Productions, Inc.

The Hitchwood Films Corporation Inc. solely for Jet Lag

The Hunters Okay Productions, Inc. for "The Hunters"

The Manic Organic Productions Inc.

The Nightingale Company

The Nightingale Company for The Arthur Kent Story

The Play aka DC Production (Ontario), Inc.

The Red Car Productions Inc.

The Ron James Show II, Inc.

The Ron James Show III, Inc

The Ron James Show IV, Inc.

The Ron James Show V Inc.

The Ron James Show VI Inc

The Ron James Show, Inc.

The Second City Sketch Project, Inc.

The Truth About Productions Incorporated

They Wait Productions Inc

Thought Makers, Inc

Thoughts From the Asylum Productions

Thoughts From the Asylum Productions for "I Saw You"

Threeway Productions Inc.

Thunder Front Pictures Ltd for End Game

Thunderbird Films Inc

Thunderbird Films Inc for "Dan Signer Untitled"

Thunderbird Films Inc for "The Package Deal"

Thunderbird Films Inc. for "Batavia"

Thunderbird Films Inc., for "A.K.A."

Thunderbird Films Inc., for "Soul Hunter"

Thunderbird Films, Inc for "Mr. Young"

Thunderbird Films, Inc. for "Catherine Booth"

Thunderbird Prodctions Inc

Til Death Television Productions, Inc.

Time Tremors TV Productions, Inc.

Timely II Productions, Inc

Timely III Productions Inc. for "Continuum Season 3"

Timely IV Productions Inc.

Timely Productions Inc.

TL Boulton Productions, Ltd for "Reserve Judgement"

Toast Studio Inc.

Topsail Development, Ltd.

Topsail Entertainment for the production "Pier 21 Drama"

Topsail Entertainment for the production "Rideau Hall"

Topsail Entertainment for the production "The Creeps Next Door"

Toxa Inc

Toymaker (1) Productions, Inc.

Toymaker II Productions Inc.

TPB Feature Productions Limited

Traded Lands Productions Inc

Trafficker Productions Inc for "Babysellers"

Tricon Television33 Inc. for "High Stakes"

Tricord Two Inc for The Heaven Shop

Trilight Entertainment Inc. for Sudden Death

Trio Orange Productions, Inc.

Triptych Media Inc.

Triton Media Holdings Inc.

Trotsky Productions Inc

Trumpeter Swan Productions, Ltd.

TTS Productions Inc.

Tuason Productions for "How I Feel"

Turbo Town 2 Productions, Inc.

Turbo Town Productions Inc

Tut Tut Productions Inc.

TV Torrens 2 Productions, Inc.

TV Torrens 3 Productions, Inc. for "TV with TV's Jonathan Torrens III"

TV Was My Babysitter Prod., Inc. for "Fixers"

TV Was My Babysitter Productions, Inc for "Revelations"

TV Was My Babysitter Productions, Inc. for "Dreamland"

Twice As Penitent Pictures Inc.

Two East Productions, Inc.

Two Shaye Productions Inc.

U

Ubisoft Toronto Inc for "Assassin's Creed - Fall 2014"

Ultimate 1 Productions Inc.

Undercover Rogue 2 Productions, Inc.

Undercover Rogue 3 Productions Inc.

Undercover Rogue Productions, Inc.

Unity Pictures

Unity Pictures Group Inc

Unnecessary Comedy Inc.

Uphill Productions 2, Inc.

V

Valea Productions (9112-2317 Quebec, Inc.)

Vanessa Dylyn

Verite Films Inc for "Matt and Jeff"

Vérité Films Inc. for "Heartless"

Verite Films Inc. for "the renegade press.com"

Verite Films, Inc.

Verite Films, Inc. for "The Dealership"

Vertical Productions, Inc.

Victoria Day Films Inc for Victoria Day

Vital Productions Inc.

Vitamin Films Inc.

Voice Pictures Inc.

Vortex Comics Inc solely for 12 to 12

VOX Productions 2426511 Ontario, Inc

Voyelles Films Inc
Voyons Films Inc. (Anciennement Voyous Films Inc.) for "Au Nord du Monde"

W

Watcher Films I, Inc.

Watcher Films II Inc.

Watcher Films Inc.

Water Pictures Development Inc.

Water Street Pictures Ltd.

Wazzup 2 Productions, Inc for "What's Up Warthog"

WestWind Pictures Inc. for "Pray for Me"

Westwind Pictures Ltd for "The Velvet Devil"

WH TV Productions Inc

White Pine Pictures for " The Sun Climbs Slow"

White Pine Pictures for "Holding the Line"

White Pine Pictures for "The Falls Unit"

White Pine Pictures for "The Heights"

White Pine Pictures Inc for "Miracle Man"

White Pine Pictures Inc for "The Great Karoo"

White Pine Pictures Inc for 28 Days in Afghanistan

White Pine Pictures, Inc for "The Negotiator"

White Pine Pictures, Inc for "Unflinching"

White Pine Pictures, Inc for "Volunteer Firefighter Series"

White Pine Pictures, Inc. for " The Correspondent"

White Pine Pictures, Inc. for "Cracked"

White Pine Pictures, Inc. for "Daddy Boy"

White Pine Pictures, Inc. for "Eco-Warriors"

White Pine Pictures, Inc. for "Growing Up Naked"

White Pine Pictures, Inc. for "The Blue Tower"

White Pine Pictures, Inc. for "The Border IV"

White Pine Pictures, Inc. for "The Spin Factory"

Whizbang Entertainment Inc.

Whizbang Films Inc.

Why Horror? 2013 Inc

Why Not Productions Inc./Decode

Wild Wild North Inc. for "Angelo"

Wind Christmas Productions Inc.

Wingin' It II Productions, Limited for "Wingin' It II"
Wingin' It III Productions Limited for "Wingin' It, Season III"

Wisecracker Production, Inc.

Wisecracker Productions II (ON), Inc. for "That's So Weird"

Wisecracker Productions III (ON), Inc for "That's So Weird III"

Wish List Pilot Productions, Inc.

Wishing Tree Inc (Les Productions)

Wizard Hat Productions Inc for "Grim Hill"

WK 3 Productions Inc.

Wooden Santas Productions Inc.

Worldwide Bag Media Inc for "Pet News Network"
Worldwide Bag Media, Inc for "Mr. Pandini's Amazing Pet Show"

WPM Productions Inc for "Veiled Threats"

Written On A Napkin Productions, Inc.

X

Xenophile Media Inc "Anxietyville"

XIII Series 2 Inc.

XIII Sseries, Inc.

XIII Television Productions Inc

Xmas Films, Inc.

Xmas Heart Films
Xmas Story (Copperheart) Productions Incorporated for "Xmas Horror Story"

Xnergy (Voice), Inc.

Y

Yard (Series 1) Productions, Inc.

Young Faust 2 Productions, Inc.

Young Faust 3 Productions Inc.

Z

Zark Entertainment Inc. for "Rent-a-goalie"

Zixx (III) Productions, Inc.

Zos Productions, Inc.

Part B – List of Producers Bound by the Animation Section of this Agreement

The Companies named in Section this Appendix have executed or are deemed to have executed the Negotiation Protocol prior to the coming into effect of this version of the IPA. Therefore, pursuant to paragraph 2 of the said Protocol, "the Guild recognizes the Association as the sole and exclusive bargaining agent for all producers who execute a Voluntary Recognition Agreement" and therefore each named Company is bound by the terms and conditions of this Agreement, which is the result of collective bargaining between the Association, on the one hand, and the Guild on the other hand. The names of any new Producers who are added to the list subsequent to the above date shall be considered by the parties to have executed the Negotiation Protocol.

Numeric

1380099 Ontario Inc (c.o.b. Heroic Film Company) for "Captain Flamingo
1380099 Ontario Incorporated (c.o.b. Heroic Film Company) for "Capta

1722065 Ontario Inc. for "Oops 'n Daisy"

1757712 Ontario, Inc for "Wild Kratts"

2245988 Ontario Ltd for "DOT"

2311545 Ontario Inc.,

674889 NB Inc for "Land of Glooscap"

6Teen Productions (Season 4), Ltd. For "6Teen cycle 4"

6Teen Productions Inc. for "6Teen (Season III)"

9 Story Entertainment for the project "3 Amigonauts)

9 Story Entertainment Inc for "Beluga Bay"

9 Story Entertainment Inc. for "Bash Boys"

9 Story Entertainment Inc. for "Futz"

9 Story Entertainment Inc. for "Geronimo Stilton"

9 Story Entertainment Inc. for the project Haunted Tales

9 Story Entertainment, Inc. for "Almost Naked Animals"

9 Story Entertainment, Inc. for "Ertlings"

9 Story Entertainment, Inc. for "The Hand of Robin Squires"

9 Story Entertainment, Inc. for "Tooque"

9 Story Entertainment, Inc. for "Way Out There"

A

A Betty 3 Productions Inc. for "Atomic Betty 3"

A Betty Pds Inc./A Betty Pds (BC) Inc. for "Atomic Betty"
A Betty Xmas Productions Inc/A Betty Xmas Productions (BC) Inc for Atomic Betty Christmas Special

Affinity Production Group for "Richard Pierpoint"

Amberwood Prdns for "Hoze Houndz" Cycles IV and V

Amberwood Prdns for "Katie & Orbie" VI

Amberwood Prds Inc. for "Ghost Fiddler of Sable Island"
Amberwood Prod.(Benjamin Bear IV), Inc.-The Secret World Benj Bear 4
Amberwood Prods (Benjamin Bear II) Inc. for "The Secret World of Benjamin Bear, Cycle II"

Amberwood Production Services, Inc. for "Ralph Filmore"
Amberwood Productions (Benjamin Bear III Inc) for "Benjamin Bear III
Amberwood Productions (HH VI) Inc. for "Hoze Houndz, Cycle VI"
Amberwood Productions (Rob the Robot II), Inc for "Rob the Robot II"
Amberwood Productions (Rob the Robot), Inc for "Rob the Robot"

Amberwood Productions (Rollbots) Inc for "Rollbots"
Amberwood Productions (Zeroman Special) Inc. for "Zeroman Special"
Amberwood Productions (Zeroman) Inc. for "Zeroman Episodes 1-13"

Amberwood Productions for "Rob the Robot"

Amberwood Productions for "Rollbots"

Amberwood Productions Inc. for "The Wild Swans"

Amberwood Productions Services Inc for "The Baba House"

ANA II Productions, Inc for "Almost Naked Animals II"
ANA III Productions, Inc for "Almost Naked Animals, Season III"

Atomic Cartoons (Pirate 1) Inc. for "Pirate Express"

B

Bardel Entertainment for "Dragons"

Bardel Entertainment Inc for "Heartfelt Friends"

Bardel Entertainment Inc. for "Anton's World"

Bardel Entertainment Inc. for "Dragons 2"

Bardel Entertainment Inc. for "Emily Goes Wild"

Bardel Entertainment Inc. for "Silverwing II and III"

Bardel Entertainment Inc. for the project "Tinka"

Bardel Entertainment, Inc. for "SaskWatch"

BBB (L&L - 1 - Production) Inc for "Lili & Lola" Season 1

BBB (PRP - 1 - Production) for "Lili & Lola"

BBB (PRP - II - Production Inc for "Lili & Lola" Season II

Best Ed Productions Ltd. for "Best Ed"

Big Friend 2 Productions, Inc. for "My Big Big Friend 2"

Big Friend Productions, Inc. for "My Big Big Friend"

Big Jump Productions for "Orbital Portable"

Big Soul Productions for " Coyote Solstice"

Big Soul Productions Inc for "Snow Joe"
Breakthrough Films & Television for "Crash Canyon Adventure"

Breakthrough Films & Television for "Crash Canyon"

Breakthrough Films & Television Inc for "Wandering Willa"
Breakthrough Films & Television Inc. for "Atomic Betty Season 2"

Breakthrough Films & Television Inc. for "Big Big Friend"

Breakthrough Films & Television Inc. for "Buddy Cole"

Breakthrough Films & Television Inc. for "Clubbin'"

Breakthrough Films & Television Inc. for "Femme Fatale"

Breakthrough Films & Television Inc. for "Jimmy 2 Shoes"

Breakthrough Films & Television Inc. for "Miss BG 2"

Breakthrough Films & Television Inc. for "Miss BG"

Breakthrough Films & Television Inc. for "Orphanage"

Breakthrough Films & Television Inc. for "Producing Emily"

Breakthrough Films & Television Inc. for "Rocket Rodents"

Breakthrough Films & Television Inc. for "Spiders"
Breakthrough Films & Television, Inc for "Jimmy Two Shoes, Season 2"
Breakthrough Films & Television, Inc. for "Producing Parker II"

Breakthrough Films + Television Inc for "Crash Canyon 3"
Breakthrough Films + Television Inc for "My Big Big Friend - (Feature)"
Breakthrough Films + Television Inc for "My Big Big Friend 2"
Breakthrough Films + Television Inc for "The Adventures of Napkin Man"

Breakthrough Films and Television, Inc for "Boneheads"
Bunny, Squirrel & Gull Productions II, Inc. for "Endangered Species II"

Busy Town Productions Inc for "Hurray for Huckle!"

C

Caillou V Productions, Inc. for "Caillou (Cycle V)"
Camp TV Productions (Season IV), Inc for "Total Drama - Back to Wananakwa"
Camp TV Productions (Season II), Ltd. For "Total Drama Island II"
Camp TV Productions (Season III), Inc for "Total Drama the Musical"
Camp TV Productions (SeasonV), Inc. For "Total Drama V-Achachak Island"
Camp TV Productions (Special II), Inc. for "Total Drama Special II"
Camp TV Productions (Special), Ltd for "Total Drama Island (Special)

Camp TV Productions Inc. for "Total Drama Island"

Carl Squared Productions II Inc for Carl Squared Series 2

Carl Squared Productions Inc. for "Carl Squared"

Catalyst Entertainment Inc. for "Seaside Hotel"

CCI Development Inc. for "Dinosapient (aka Deep Time)"

CCI Productions Inc for "Billy In B.E.T.W.E.E.N."

CCI Productions Inc for "Bob the World's Grossest Boy"

CCI Productions Inc for "Fantastic Forest"

CCI Productions Inc for "Taffy Saltwater"

CCI Productions Inc. for "Daisy Jane and the Fairy Tree"

CCI Productions Inc. for "Racer Dogs"
CCI Productions Inc. for a co. to be incorporated for "Harry and his Bucket Full of Dinosaurs (Series II)
CCI Productions Inc. for a company to be incorporated for "Meteor"

CCI Productions Ltd. for "Artzooka"

CCI Productions, Inc. for " Jerry and the Raiders"

CCI Productions, Inc. for "Battlegate"

CCI Productions, Inc. for "Geofreakz"

CCI Productions, Inc. for "Great Civilizations"

CCI Productions, Inc. for "Marfy of Dreams"

CCI Productions, Inc. for "Weekly Reader"

Chilly Beach II Productions Inc. for "Chilly Beach II"

CITH Holiday Productions Inc for "CITH Holiday Special"
CITH Productions II, Inc. for"The Cat in the Hat Knows a Lot About That II"
CITH Productions, Inc - " The Cat in the Hat Knows A Lot About That"
CITH Productions, Inc - " The Cat in the Hat Knows A Lot About That"

CITH3 Specials Inc "Summer Vacation Special"

CITH3 Specials Inc for "Halloween Special"
CJ Doodlebops Animated I Prod., Inc. for "Doodlebops Rockin' Rd Show

CJ Ella Productions Inc for "Ella the Elephant"

CJ Johnny Test V Productions, Inc for "Johnny Test V"

CJ Johnny Test VI Productions, Inc. for "Johnny Test 6"
CJ Mudpit Productions, Inc. and CJ Mudpit II Productions, Inc for "Mudpit" (Epitsodes 1 - 26)

CLB 2 Productions Inc for "Camp Lakebottom, Season II"

CLB Productions, Inc for "Camp Lakebottom, Season 1"

Code 2 Productions Inc for "Artopia"

Code 2 Productions Inc for "Beer Goggles"

Code 2 Productions Inc for "Betty Banner Party Planner

Code 2 Productions Inc for "Dudson"

Code 2 Productions Inc for "Ginny RPG"

Code 2 Productions Inc for "Monster in a Box"

Code 2 Productions Inc for "Nathaniel McDaniel"

Code 2 Productions Inc for "Scarygirl"

Code 2 Productions Inc for Franny's Feet (interstitials)

Code 2 Productions Inc for Franny's Feet Extensions

Code 2 Productions Inc for Muskratts

Code 2 Productions Inc. for "Poppets Town"

Code 2 Productions Inc. for "The Loop"

Code 2 Productions, Inc. for "Doozers"

Code2 Productions Inc for "Chop Socky Chooks"

Code2 Productions Inc for "Codewarriors"

Code2 Productions Inc for "Deputy Diaper"

Code2 Productions Inc for "Frannie's Feet"

Code2 Productions Inc for "Urban Vermin"

Code2 Productions Inc. for "Blobheads"

Code2 Productions Inc. for "Cloneboy"

Code2 Productions Inc. for "Ghoul Gang"

Code2 Productions Inc. for "Smilin' Perry"

Code2 Productions Inc. for "SpaceGuy 5"

Cookie Jar Development for "Hamish X"

Cookie Jar Development for "LegendZ"

Cookie Jar Development for "MACH Force" aka "Jet Force"

Cookie Jar Development for "MACH Force" aka "Jet Force"

Cookie Jar Development for "Middletown"

Cookie Jar Development Inc. for " Bronco Teddy"

Cookie Jar Development Inc. for " Katchoo "

Cookie Jar Development Inc. for " Magi-Nation "

Cookie Jar Development Inc. for " The Park "

Cookie Jar Development Inc. for " The Squarks "

Cookie Jar Development Inc. for " Wild Goose Chase"
Cookie Jar Development Inc. for "Battle Knights" - fka Dork Force 4

Cookie Jar Development Inc. for "Battlebots"

Cookie Jar Development Inc. for "Gotta Catch Santa Claus"

Cookie Jar Development Inc. for "Inspector Gadget"

Cookie Jar Development Inc. for "Johnny Test III"
Cookie Jar Development Inc. for "Johnny Test Televison Movie"

Cookie Jar Development Inc. for "Lola"

Cookie Jar Development Inc. for "Moondog"

Cookie Jar Development Inc. for "Moosejaw"
Cookie Jar Development Inc. for "Noonbory & The Super 7" fka Nunbory
Cookie Jar Development Inc. for "Peter Pepper's Pet Spectacular"

Cookie Jar Development Inc. for "Priscilla"

Cookie Jar Development Inc. for "Step Pets"

Cookie Jar Development Inc. for "The Friendlies"

Cookie Jar Development Inc. for "The Gobbits"
Cookie Jar Development Inc. for "Untitled Michael Sloan Project"

Cookie Jar Development Inc. for "Untitled Project #1"

Cookie Jar Development Inc. for "Untitled Project #2"

Cookie Jar Development Inc. for "Untitled Project #3"

Cookie Jar Development Inc. for "Will & Dewitt*

Cookie Jar Development Inc. for "World of Quest"

Cookie Jar Development Inc. for "Zenda"
Cookie Jar Development Inc. for Hooray for Huckle aka Busytown Mysteries

Cookie Jar Development, Inc for "Blah Girls"
Cookie Jar Development, Inc for "Chuck's Choice" (Season 1 Eps 1-26)

Cookie Jar Development, Inc for "Dork Force 4"
Cookie Jar Development, Inc for "Untitled Rick Nyholm Project"
Cookie Jar Development, Inc for "What Do People Do all Day?"
Cookie Jar Development, Inc. for " Bronco Teddy - Holiday Special"

Cookie Jar Development, Inc. for " Half Giraffe"
Cookie Jar Development, Inc. for " Untitled Al Schwartz Project"

Cookie Jar Development, Inc. for "Aesop's Fables"

Cookie Jar Development, Inc. for "AKA the Falcon"
Cookie Jar Development, Inc. for "Busytown Christmas Special"

Cookie Jar Development, Inc. for "Captain Colossal"

Cookie Jar Development, Inc. for "Cheerleaders"

Cookie Jar Development, Inc. for "Cubist Brothers"

Cookie Jar Development, Inc. for "Dreaming Out Loud"

Cookie Jar Development, Inc. for "Dummyland"

Cookie Jar Development, Inc. for "Ella the Elephant"

Cookie Jar Development, Inc. for "Furboys"

Cookie Jar Development, Inc. for "Johnny Test (Cycle IV)"

Cookie Jar Development, Inc. for "Johnny Test V"

Cookie Jar Development, Inc. for "Kuma Bears"

Cookie Jar Development, Inc. for "Mambo"

Cookie Jar Development, Inc. for "Mudpit"
Cookie Jar Development, Inc. for "Norm's Forgotten Sandwich"

Cookie Jar Development, Inc. for "Royal Air"

Cookie Jar Development, Inc. for "Shaking Dance Force"

Cookie Jar Development, Inc. for "Snemanden"

Cookie Jar Development, Inc. for "Spyburbia"

Cookie Jar Development, Inc. for "Squeezard"

Cookie Jar Development, Inc. for "Teen Time Warden"

Cookie Jar Development, Inc. for "The Doodlebops IV"

Cookie Jar Development, Inc. for "Traxx"

Cookie Jar Development, Inc. for "Ugly Americans"
Cookie Jar Development, Inc. for "Untitled Alan Zweibel Project"
Cookie Jar Development, Inc. for "Untitled John Derevlany Project"
Cookie Jar Development, Inc. for "Untitled Paul Greenberg Project"
Cookie Jar Development, Inc. for "Untitled Scott Kaufer Project"

Cookie Jar Development, Inc. for "Vikings"

Cookie Jar Development, Inc. for "World of Quest (Cycle 2)"

Cookie Jar Ent Inc for Petry's Dish aka Norm'sForgotten Sandwich

Cookie Jar Entertainment for "Kung Fu Dino Posse"

Cookie Jar Entertainment Inc for "Jet Force"

Cookie Jar Entertainment Inc for "Mac and Lauren"

Cookie Jar Entertainment Inc for "Skeletoons"

Cookie Jar Entertainment Inc for "Spirit and Image"

Cookie Jar Entertainment Inc. for "Caillou IV"

Cookie Jar Entertainment Inc. for "Magi-Nation"

Cookie Jar Entertainment Inc. for "Spider Riders"

Cookie Jar Entertainment Inc. for "The Living Garden"
Cookie Jar Entertainment Inc. for "Will & Dewitt" fka "The Pond"

Copper Heart Entertainment for "Uberman"

Copperheart Entertainment Inc. for "Lovecraft"

Copperheart Entertainment Inc. for "Rock the Boat"

Crash Canyon Productions, Inc for "Crash Canyon"

D

Decode/Clang Productions Inc for "Clang Invasion"

Decode/Code 2 Productions Inc for "Susannah on Safari"

Decode/CSC Productions Inc for "Chop Socky Chooks"

Decode/Delilah Productions 2 Inc for Delilah and Julius (II)

Decode/Delilah Productions Inc. for "Delilah and Julius"

Decode/Dirtgirl Productions, Inc. for "Dirtgirl World"
Decode/Franny Productions 2 Inc. for "Franny's Feet, Season 2"

Decode/Franny Productions 3 Inc for Franny's Feet III

Decode/Franny Productions Inc. for "Franny's Feet"

Decode/Girlstuff Pds. Inc. for the prdn Girlstuff/Boystuff
Decode/Girlstuff Productions 2 Inc. for "Girlstuff Boystuff Season 2"

Decode/NNP Productions Inc for "Naughty, Naughty Pets"
Decode/Save-Ums Productions 2 Inc. for "Save-Ums - Season II"

Decode/Save-Ums Productions Inc. for "Save-Ums"
Decode/Sketch Productions 2 Inc. for "Planet Sketch, Season 2"

Decode/Sketch Productions Inc. for "Sketch Show"

Decode/Super Why Productions Inc for Super Why

Dee Luded 2 Productions, Inc for "Producing Parker 2"

Dee Luded Productions, Inc for "Producing Parker"

DHX Media (Halifax) Ltd for "Wimbly Wildlife Musical"

DHX Media (Toronto) Ltd. for "Gianteers"

DHX/Doozers Productions, Inc for "Doozers"

DHX/Media (Halifax) Ltd for "Earth for Sale"

DHX/Monster Productins, Inc for "Monster Math Squad"

DHX/Monster Productions II Inc for "Monster Math Squad II"

DHX-Chuck Productions Inc for "Chuck Choice"

DHX-DDP Productions, Inc. for "Dr. Dimensionpants"

DHX-Inspector Gadget Productions, Inc. for "Inspector Gadget"

DHX-Looped Productions (ON) Inc. for "Looped"
DHX-Space Ranger Productions Inc. for "Space Ranger Roger" (Pilot)
DHX-Space Ranger Productios I Inc. for "Space Ranger Roger) (Series)

DHX-Supernoobs Productions Inc. for "Supernoobs"
Diyaworks (9159-0828 Quebec, Inc.) for "Jerry and the Raiders"

Doki Productions II, Inc for "Doki II"

Driver for Hire (QVF), Inc. for "Transporter -(the Series)"

E

E1 Television Productions, Ltd for "Eric the Tiny"

E1 Television Productions, Ltd. for "Iggy Arbuckle"

Elliott Animation BFW Project, Inc for "Fashionistas"

Entertainment One Television Prod. Ltd for "Mong & Oose"
Entertainment One Television Productions Ltd for "Cupcake & Dinosaur"
Entertainment One Television Productions Ltd for "Frankie Pickle"
Entertainment One Television Productions Ltd for "Galaxy Rangers"
Entertainment One Television Productions Ltd for "Leroy Dorsalfin"
Entertainment One Television Productions Ltd for "Oscar and Hoo"
Entertainment One Television Productions, Ltd for "Winston Steinburger"

Erky Perky Productions (Canada) Inc. for "Erky Perky"

F

FAI 1 Productions, Ltd for "Fugget About It - Season 1"

FAI 2 Productions, Ltd for "Fugget About It, Season II"

FAI 3 Productions Ltd for "Fugget About It, Season III"

FAI Productions Inc. for the project "Fugget About It"
Farmhouse Productions, Ltd for "Sutherland High" - (Animation)

Farpoint Films Inc for "Detective Doctor Attorney at Law"
Firefish Entertainment Inc for "Bagel and Becky's Supersonic Chronicles"

Firefish Entertainment Inc for "Yub Yubs"
Firefish Entertainment, Inc. for "Bleeker: The Rechargeable Dog"

Firefish Entertainment, Inc. for "Stella and Sam"

First Star Studios (FSS-7169761 Canada, Inc.)

Flamingo 2 Productions Inc for "Captain Flamingo 2"

Flamingo 3 Productions Inc. for "Capt. Flamingo III"

Flamingo Productions Inc. for "Captain Flamingo"
Flamingo Special Productions Inc. for "Captain Flamingo Special"

Fresh Animation Ltd for "Camp TV" aka "Total Drama Island"
Fresh TV, Inc. In trust For a company to be inc'd for Nunchucks

Fresh TV, Inc. for International Haroport

Fresh TV, Inc. for "Senior Year"

Fresh TV, Inc. for The Melancholy

Frima Studio for "Little Furry"

Frima Studio for "Mobs"

Frima Studio of the production "SBRAIN"

Futz Story I Ltd for "Futz"

G

Gearshift Films Inc for "Billy In B.E.T.W.E.E.N.
George of the Jungle Season II, Inc. for "George of the Jungle II"
Get Lucky Television Productions II, Inc for "The Dating Guy II"
Gotta Catch Santa Productions, Inc. for "Gotta Catch Santa Claus"

Grojband Productions (Season 1) Inc for "Grojband"
Guardian Productions Season II, Inc for "Guardians: Evolution II"

Guru Animation Studio Ltd for "Nemesis"

Guru Development, Ltd. for Justin Time

Guru Justin Time 3 Ltd for "Justin Time 3"

Guru Productions Limited for "Justin Time 2"

Guru Productions, Ltd for "Justin Time"

H

Heroic Film Company, Inc. for "Dead Rock Stars"

Heroic Film Company, Inc. for "Doug's Desk"

I

Iggy Productions Inc. for "Iggy Arbuckle"

Inner City Films for "Mary Canary & Family"

ITWWAV Ltd. For "ITWWAV"

J

J2Shoes 2 Productions, Inc. for "Jimmy Two Shoes II"

J2Shoes Productions Inc. for "Jimmy Two Shoes"

Jacob V Story Ltd for Jacob Two Two, Cycle V
Jam Filled Entertainment Inc for "Cheese Toastie Brain Monster"

Jam Filled Entertainment Inc. for "The SuBbs"

Johnny Test III Productions Inc. for "Johnny Test III"

Johnny Test Productions Inc. for Johnny Test II

K

Kaleidoscope Entertainment, Inc. for "Fantastic Tales"

King Russell Productions 2 Inc. for "King Season 2"

King Russell Productions Inc. for "King"
Kung Fu Dino Posse Productions, Inc. for "Kung Fu Dino Posse"

L

League of Super Evil Productions Inc for "League of Super Evil"

Leaping Lizard Productions Inc. for "Zeke's Pad"

Lets Get Lunar Productions Ltd. For "Lunar Jim Season II"

LJ Productions (2003) Limited for "Lunar Jim"

M

M & R IV Productions, Ltd. For "Max & Ruby (Eps. 41-52)

M&R Story Productions Ltd for "Max & Ruby eps. 27-40"

Magi-Nation II Productions, Inc for "Magi-Nation (Cycle II)"

Magi-Nation Productions Inc for "Magi-Nation"

Mahon Pictures, Inc. for "Pirate's Passage"

Marblemedia Development for "Gnasty Gnomes"

Marblemedia Development, Inc for "Chugga Chugga Wow"

Marblemedia Development, Inc. for "Rockin' the Boat"

Marblemedia Skatoony II Inc for "Skatoony II"

Mark Animation for "Miaomiao"

Max Films Inc.
McBoing II Productions Inc. for "Gerald McBoing Boing - Cycle II"

McBoing Productions Inc. for "Gerald McBoing Boing"
Media Tree Entertainment, Inc. for "Evie & Tom's Mad hair Days"

Mercury Filmworks (AP) Inc for "Atomic Puppet"

Mercury Filmworks Corp for "Powerbirds"

Metajets Productions, Inc. for "Metajets"

Meteor Productions Canada Inc for "Meteor"

Miss BG 2 Productions Inc for "Miss BG 2"

Miss BG Productions Inc. for "Miss B.G."

Mr Futz Productions for "Futz!"

Murphy The Rat Productions for "Murphy The Rat"

My Great Big News Canada 2, Inc for "What's Your News II"

My Pad Productions, Inc. for "Zeke's Pad"

N

Napkin Man 2 Productions Inc for "The Adventures of Napkin Man (Season 2)"

Nerd Corps Entertainment Inc for "Barkheads"

Nerd Corps Entertainment Inc. for "A For Awesome"

Nerd Corps Entertainment Inc. for "Dungeon High"

Nerd Corps Entertainment, Inc for "League of Super Evil III"

Nerd Corps Entertainment, Inc for "Small Matter"

Nerd Corps Entertainment, Inc. for "Ice Cream and Maggot"

Nerds Corps Entertainment, Inc. for "Endangered Species"

NMBC 2 Productions Inc for "Numb Chucks, Season II"

Noonbory Productions, Inc. for "Noonbory and the Super Seven"

North Shore Media Inc.

O

Oasis Animation Inc.

Off Model Pictures for "Kindernauts"

P

Poko III Productions Incorporated for Poko III

Portfolio Entertainment Inc. for "Air Cougar"

Portfolio Entertainment Inc. for "Carl Squared"

Portfolio Entertainment Inc. for "Parallel Max"
Portfolio Entertainment Inc. for "The Cat in the Hat Knows a Lot About That"
Portfolio Entertainment Inc. for "The Cat in the Hat Knows a Lot About That"

Portfolio Entertainment Inc. for "Zodiac Girlz"

Portfolio Entertainment, Inc. for "Hood"

Portfolio Entertainment, Inc. for "Legion of Bobs"

Privateer Productions II, Inc. for "Pirates (Season II)"

PVP Animation, Inc. for "Jack II"

R

Radical Sheep Productions for "RV There Yet?"

Radical Sheep Productions Inc for "Fangbone!"

Radical Sheep Productions Inc.

Rainmaker Entertainment Inc for "Reboot"

Ridonculous Race Productions, Inc.

Roboroach Productions II Inc. for "RoboRoach II"

Roboroach Productions III Inc. for "RoboRoach III"
Rocket Monkey 2 Productions Inc for "Rocket Monkeys Season 3"

Rocket Monkeys 2 Productions, Inc.

Rocket Monkeys Productions Inc for "Rocket Monkeys"

S

Salambo TV Inc. for "Knuckle Heads"

Shaftesbury Films Inc for "Ninja Pirate"

Shaftesbury Kids IV for "Mischief City (1-13)"

Shaftesbury Kids VI Inc. for "Mischief City"

Shattersoul World Productions Inc for "World of Quest"

Skyland Canada Productions Ltd. For "Skyland"

Skywriter Television Inc. for "Camp Lekebottom"

Skywriter Television, Inc for "Atomic Betty: The Movie"

Skywriter Television, Inc for "Vivi"

Slate Development for "Animechs" aka 'Animal Mechanics'

Slate Development Limited for "Bo On The Go"

Slate Development Limited for "Madeinchis"

Slate Development Limited for "Wimbly Wildlife Musical"

Slate Development Ltd for " Artificial Idol"

Slate Development Ltd for "You and Me"

Slate Development, Limited for "Bulldog"
Slate Development, Ltd. For " Animal Mechanicals - Season III"

Slate Development, Ltd. For "Konstruction Zone"

Slugterrainea Productions (II) Inc.
Spin Master Charming Productions Inc. for "Little Charmers 1"

Spin Master Film Production Inc for "Crypto Chasers"

Spin Master Film Production Inc for "Lola"

Spin Master Film Production Inc for "Shifterz"

Spin Master Film Production, Inc for "Dark Armor, Season 1"

Spin Master Film Production, Inc for "Hero.com/Villian.net"

Spin Master Film Production, Inc for "Redakai Season 2"

Spin Master Film Production, Inc. for "La Dee Da"

Spin Master Film Productions Inc for "Little Charmers"

Spin Master Paw Productions 2 Inc for "Paw Patroll II"
Spin Master PAW Productions 3 Inc. for "PAW Patron - Season 3"

Spin Master PAW Productions Inc for "Power X, Season 1"

Spin Master Riveting Productions Inc for "Rusty Rivets"
Stella & Sam Productions Inc. for "Stella and Sam, Season III"

Stella & Sam Productions, Inc for "Stella and Sam"

Stella and Sam Productions, Inc for " Stella and Sam II"

Stoked Productions (Season 1), Inc. for "Stoked"

Stoked Productions (Season II), Inc for "Stoked II"
Studio B (Adrenalini) Productions Inc. for "The Amazing Adrenalinis!"
Studio B (Being Ian II) Productions Inc for "Being Ian 2 - (eps 27-32)"
Studio B (Being Ian III) Prod Inc. for Being Ian (Season III/Eps 33-52)

Studio B (Being Ian IV) Productions Inc. for Being Ian IV

Studio B (Being Ian V) Productions Inc for "Being Ian V"

Studio B (Being Ian) Productions Inc. for "Being Ian"
Studio B (D'Myna II) Pdns Inc. for "D'Myna Leagues" eps 14-36
Studio B (George) Productions Inc. for "George of the Jungle (eps - 1-26)"

Studio B (Kid I) Productions Inc for "Kid vs. Kat"

Studio B (Kid II) Productions, Inc.for "Kid vs. Kat II"
Studio B (Mimi III) Pdns Inc for "What About Mimi?" (Eps. 27-39)
Studio B (Pucca II) Productions Inc for "Pucca 2 (eps 27-39)"
Studio B (Pucca) Productions Inc for "Pucca (Episodes 1-26)"
Studio B (Ricky I) Productions Inc for "Ricky Sprocket - Showbiz Boy (eps 1-26)"

Studio B (SE) Productions Inc. for "Something Else"
Studio B (Titans II) Productions Inc for "Class of the Titans, Season 2"

Studio B (Yak) Productions Inc. for "Yakkity Yak"
Studio B (Yvon III) Productions Inc. for "Yvon of the Yukon III"

Studio B Development Inc for "CJ the DJ"

Studio B Development Inc. for "Annie"

Studio B Development Inc. for "B.O.O.M Boys"

Studio B Development Inc. for "Bad Hair Rae"

Studio B Development Inc. for "Bobby Jack"

Studio B Development Inc. for "Caveboy"

Studio B Development Inc. for "Class of the Titans"

Studio B Development Inc. for "Crime Crackers"

Studio B Development Inc. for "Flakes"

Studio B Development Inc. for "High Drama High"

Studio B Development Inc. for "Hillcrest Park"

Studio B Development Inc. for "Lassie"

Studio B Development Inc. for "My Pet Robot"

Studio B Development Inc. for "Packages From Planet X"

Studio B Development Inc. for "PU Kung Fu"

Studio B Development Inc. for "Something Else"

Studio B Development Inc. for "Untitled Puppy Property"

Studio B Development Inc. for the production "Little Ian"
Studio B for the production "Yvon of The Yukon II - eps. 14-26"
Sullivan Entertainment Inc. for the production "Da Vinci & Me"

T

Terrific Trucks Production Inc. for "Terrific Trucks"

The Nightingale Company for "Ecokids"

Thunderbird Films Inc. for the project "Maya the Bee"

Tricon Television 80 Inc. for "Billion Dollar Billy"

U

UJCP I Productions Inc. for "Uncle Joe's Cartoon Playhouse"

Uncle Productions Incorporated for "Poko - Cycle II"

W

Water Street Pictures Ltd. for "Shadowlands"

Will & Dewitt Productions Inc for "Will & Dewitt"
Winston Productions (ON) Inc. for "Winston Steinburger and Sir Dudley Ding dong

WK 2 Productions Inc for "Wild Kratts, Season II"

WK 4 Productions Inc. for "Wild Kratts IV"

Y

Yam Roll I Productions Inc for "Yam Roll I"

Yoko 1 Productions, Inc for "Yoko, Mo and Me"

Yowza Digital Inc for "Chirp"

Yowza Digital Inc. for "Shark Wars"

Yowza Digital, Inc. for "Hippothesis"

Z

Zed Filmworks Canada, Inc. for "Vampiro the Cartoon"

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