

Agreement between the
National Film Board of Canada (NFB)

and the

**Directors Guild of Canada
(DGC)**

January 31, 2022 – July 30, 2025



TABLE OF CONTENTS

Preamble	3
1 - Definitions	4
2 - Recognition and Application	7
3 - Rights and Obligations	10
NFB Rights and Obligations.....	10
DGC Rights and Obligations	10
Director/First Assistant Director's Rights and Obligations.....	11
4 - Creative Rights Provisions	12
5 - License of Rights	13
6 - Contracts	15
7 - Grievance and Arbitration	17
8 - Warranty and Indemnity	19
9 - Health and Safety	21
10 - Travel, Accommodation and Travel Insurance	22
11 - Director Performance Assessment	25
12 - Termination, Cancellation, Force Majeure, postponement or suspension	27
Postponement or Suspension of Production During the Production Phase And Post-Production Phase.....	28
13 - Credits	30
14 - Previews and Copy of Production	32
15 - Principles of Remuneration of the Director	33
16 - Minimum Fees and Schedule of Payments for Directors	35
General Schedule of Payments Provisions.....	35
Documentary Productions	36
Animation Productions.....	38
Drama Production	40
Series.....	42
17 - Versioning	46
18 - Contributions (Pension, Insurance) & Deductions (Professional Dues)	48
19 - Use Fees for Directors	49
20 - Co-Producer Provisions	51
21 - General Provisions	53
Appendix A	56

Director’s Contract Form – Investigate Phase.....	56
Director’s Contract Form – Development Phase.....	58
Director’s Contract Form – Documentary/Drama Production Phase.....	60
Director’s Contract Form – Animation Production Phase.....	62
Appendix B – First Assistant Director’s Contract	64
First Assistant Director’s Contract Form.....	64
Appendix C	66
Letter of Adherence for Co-Productions.....	66
Appendix D.....	67
Purchaser’s Assumption Agreement	67
Appendix E	68
Remittance Form.....	68
Appendix F	69
Report on Revenues	69
Letter of Agreement 1	70

Note: *Use of the masculine in this Agreement is generic, and applies to all people, including but not limited to men, women, non-binary, gender non-conforming and LGBTQ2S+ people.*

PREAMBLE

Whereas the DGC and the NFB jointly wish to foster a spirit of cooperation and creativity in producing audiovisual work;

AND

Whereas the DGC and the NFB wish to support and encourage the director in his efforts to reach artistic excellence in respect with NFB's public service mandate through producing this audiovisual work;

AND

Whereas the DGC and the NFB recognize that a director plays a central role in shaping the creative vision for the Production, establishing its point-of-view, directing performers and craftspeople, respecting the film's budgetary, logistical and schedule limitations, and participating thoroughly in all aspects of development, pre-production, production and post-production;

THEREFORE,

The DGC and NFB have come to agree on the following terms and conditions to achieve these goals.

1 - DEFINITIONS

- 1.01 Animation Production** means a Production consisting predominantly of a photographed series of drawings or electronically generated images or other means that simulate motion. These include but are not limited to: CGI, stop motion, motion capture and traditional animation. Animation techniques may be used exclusively or in combination.
- 1.02 Animation Work** includes labour costs required to transform materials using various genres, techniques and styles to create the illusion of movement such as drawing, painting, photographing, filming, sculpting, fabricating, designing programming or manipulating various materials, models, layouts, storyboards, graphics or other physical or computer-generated elements. This work can be performed by an animator, puppet fabricator, computer modeler, computer animation rigger, if appropriate. For clarity this work excludes editing, colour correction, titling or any other work that does not contribute to the transformation of materials to create the illusion of motion.
- 1.03 Budget** means the total authorized budget of all services and expenses, including but not limited to all development, production and post-production fees, salaries, services and related expenses, as approved in writing by:
- (a) the co-producer; or
 - (b) the NFB director general, or his delegate.
- 1.04 Development Budget** means the total authorised budget of all services and expenses that occur in the Development Phase.
- 1.05 Development Phase** is the step where scripts or outlines are refined, storyboards or animatics are completed, technical approaches are tested and the production process is established. This phase may include exploratory work such as pre-shoots, technical prototyping or the development of sample artwork. Research is conducted on intended audiences and markets and a preliminary marketing plan completed. Budgets and production schedules are prepared. Development concludes with a full proposal for completion.
- 1.06 Distant Location** is any location where a director/first assistant director is required to remain away and be lodged overnight.
- 1.07 Documentary** means an information Production not designed to be purely entertainment, and which may include drama, animation or variety techniques in achieving its information goal.
- 1.08 Drama** A Production intended to tell a story, through scripted action and dialogue, using performers.

- 1.09 Force Majeure** means an unforeseeable and irresistible event, external to the party, which renders impossible the performance of an obligation.
- 1.10 Gross Fee** means the total compensation which the NFB owes to a director/first assistant director for work or services, including use fees, but excluding insurance and retirement contributions, advances, rentals and expenses, such as per diem allowances or travel costs.
- 1.11 Investigate Phase** is a usual first step for NFB projects. A modest budget is advanced under the management of an NFB producer to construct an investigate report which indicates the direction in which the project will be developed, results of preliminary research, what is interesting and important about the subject, what is stylistically original or innovative in the approach, who the intended audience is and what the potential market might be.
- 1.12 Launch Phase** is the step where the NFB marketing manager prepares and implements a launch strategy that identifies target audiences and how best to reach them and develops promotional materials. The marketing manager works with other NFB communications and distribution experts to reach audiences effectively, whether through a community-based approach or a more traditional promotion and distribution campaign. Where appropriate, the Launch Phase may include a premiere presentation at a special event or festival. It is also common to create a website or a web presence within a larger site to accompany the release of a new work.
- 1.13 Post-Production Phase** is the general term for all stages of production occurring after the actual recording and ending with the completed work. It includes those production activities following image capture (if live action) or image creation (if animation). These include editing of picture and sound, music composition and recording, voiceover recordings and may include special effects, computer graphics and image compositing. Titles and credits are prepared. The film is edited; music tracks (and songs) are composed, performed and recorded; sound effects are designed and recorded; and any other computer-graphic 'visual' effects are digitally added, and the film is fully completed. Technical release variations are prepared, including on-line sessions for digital or video release and film recording and/or test printing for film based release.
- 1.14 Production** means the audio-visual work, in any format including, but not limited to, analog and digital, recorded on film, tape or otherwise, and includes, without limitation, a Documentary, Animation or Drama Production (including each Production in a series of Productions), regardless of the method of production or delivery.
- 1.15 Production Phase** includes pre-production and production. Pre-production includes (as appropriate) finalizing of shooting schedules and locations, recruiting of crew, casting of performers, other preparatory work in advance of image capture or creation and in line with project goals. Production includes the documentary capture of events or interviews, the dramatic capture of performances, the design and creation of animation sequences, the acquisition of stock and/or archival materials.

1.16 Series consists of several episodes linked together by narrative or educational thread (e.g. 1 Minute of science SVP), or by a bible (same characters, universe, etc.) directed by a single director or by co-directors (e.g. True North, La liste des choses qui existent).

1.17 Versioning is the completion of alternate forms of the original work and could include the following variations: adaptation, updates or revisions, version for language, version for length as defined in article 17.

Technical alternatives, where the content remains intact and is merely transferred to a new delivery format, are not versions for the purposes of this definition.

2 - RECOGNITION AND APPLICATION

2.01 Bargaining Unit

As per the DGC certification issued by the Canadian Artists and Producers Professional Relations Tribunal (CAPPRT) on July 16th, 2003, the NFB recognizes the DGC as the exclusive bargaining agent for all independent contractors who are permanent residents of Canada or Canadian citizens, engaged in any Production by the NFB, to perform the function of director or first assistant director (first assistant director)

And excluding:

- (a) artists covered by the certification granted to the Association des réalisateurs et réalisatrices du Québec (ARRQ) by the Tribunal on December 30, 1997 namely:

"All independent contractors engaged by a producer subject to the Status of the Artist Act to perform the functions of a director, and who:

- a. are domiciled or resident in the province of Quebec and who direct an audio-visual production in the French language or in any language other than English; or*
- b. direct an audio-visual production in the French language or in any language other than English when the shooting takes place primarily in the province of Quebec;*

excluding professional independent contractors in the field of visual arts engaged in video art who are covered by the certification granted by the Canadian Artists and Producers Professional Relations Tribunal to the Regroupement des artistes en arts visuels du Québec on April 15, 1997."

And excluding:

- (b) first assistant directors covered by the certification granted to the Regroupement APVQ-STCVQ by the Tribunal on March 4, 2003.

2.02 The terms of this Agreement are the result of negotiations between the NFB and the DGC.

2.03 This Agreement sets forth the minimum rates and working conditions under which directors/first assistant directors may be engaged in a Production of the NFB in Canada.

2.04 This Agreement shall apply, individually or through his loan-out corporation, to each independent contractor covered by DGC certification engaged by the NFB.

2.05 In any Co-Production, if requested by the DGC, the NFB will advise which of the co-producer or the NFB is retaining the services of the director/first assistant director.

In all cases where the NFB is retaining the services of the director/first assistant director, this Agreement will apply.

- 2.06 Co-Productions** When the NFB enters into co-production (as defined by the NFB's Policy on Co-Production with Independent Canadian Producers) and the NFB's financial participation is a minimum of forty per cent (40%) of the total budget, and where the co-producer is designated to be the engager for the director/first assistant director for this Co-Production, the NFB shall require such co-producer to adhere to this Agreement.

A copy of the Letter of Adherence (Appendix C) signed by the co-producer shall be filed with the DGC by the NFB.

- 2.07** This Agreement does not apply to Productions under the Filmmaking Assistance Program (FAP), Aide au cinéma indépendant (Canada) (ACIC) as defined by the NFB policy or to initiatives or educational training programs where the NFB holds no copyright in any resulting works.

- 2.08** This Agreement applies to a Canadian director/first assistant director even when the services are rendered to the NFB outside of Canada if the NFB is the engager.

Unless retained to render his services exclusively on locations outside of Canada, a non-Canadian director/first assistant director, engaged by the NFB is governed by the minimum terms and conditions of this Agreement.

The Agreement does not apply to a non-Canadian director/first assistant director when hired by a non-Canadian co-producer, even if some of the director/first assistant director's services are rendered in Canada.

- 2.09** The terms of this Agreement are minimum terms. Nothing herein contained shall prevent any directors/first assistant directors from negotiating and contracting with the NFB for better terms and conditions.

- 2.10 Administration of the Agreement** This Agreement shall be administered jointly by the DGC and the NFB in all its facets on a principle of equality between the DGC and the NFB in all matters pertaining to the administration of the Agreement's provisions.

Questions regarding interpretation of the meaning of the articles in this Agreement may be directed to the NFB or to the DGC.

Neither of the parties shall give interpretations binding upon the other without the written Agreement of the other.

- 2.11** Should the NFB engage directors/first assistant directors to work in Productions that fall within the jurisdiction of this Agreement, but where the terms and conditions for this work have not been

specifically provided, the NFB and the DGC will meet and negotiate mutually acceptable terms and conditions before the directors/first assistant directors are engaged.

2.12 First Assistant Director Given the infrequent nature of the engagement of first assistant directors and given the varied production conditions, the NFB agrees to good faith negotiations with the DGC on a project by project basis for additional terms and conditions affecting the engagement of first assistant directors not provided in this Agreement.

3 - RIGHTS AND OBLIGATIONS

NFB RIGHTS AND OBLIGATIONS

- 3.01 Rights of the NFB** Except to the extent specifically set out in this Agreement, all rights and prerogatives of management, administration and direction are retained by the NFB and may be exercised by the NFB as it, in its discretion, sees fit. Without limiting the generality of the foregoing, the NFB's rights shall include:
- (a)** the right to select and engage directors/first assistant directors and other personnel; the right to establish the methods and means of production, including determining the qualification of personnel, the hours and dates personnel are required, and the location and standards of performance; methods used to ensure security of the NFB's property; and generally the right to conduct its business the most effective way it sees fit, without interference; and,
 - (b)** the right to maintain efficiency, discipline and order, and to discipline and terminate directors/first assistant directors in accordance with this Agreement.
- 3.02** The NFB assumes the risk of the professional and artistic competence of the director/first assistant director.
- 3.03** The NFB's project phases are the Investigate Phase, the Development Phase, the Production Phase, the Post-Production Phase, and the Launch Phase.
- 3.04** There is no obligation on the part of the NFB to commission an Investigate Phase or a Development Phase for a project if the nature of the project allows it to be programmed without these.
- 3.05** The NFB may opt to cancel or suspend any project after completion of the Investigate or Development Phases.
- 3.06** The Investigate, Development and Production Phases need not be calendar contiguous depending on both programming decisions and on requisite financing.

DGC RIGHTS AND OBLIGATIONS

- 3.07** When reasonable, the NFB will make best efforts to facilitate the admittance of a DGC representative to the workplace if access is otherwise restricted.
- 3.08 No Discipline for Honouring Picket Line** The NFB agrees that no director/first assistant director shall be disciplined in any manner, nor have his contract terminated for refusing to cross a picket line at the NFB's place of business and/or shooting location where the director/first assistant director has a bona fide concern for his personal safety.

In such a case, the director/first assistant director should immediately contact the individual producer in charge of the director/first assistant director's contract.

- 3.09** A director/first assistant director will not be discriminated against because of his membership in the DGC or of his participation in the activities of the DGC.

DIRECTOR/FIRST ASSISTANT DIRECTOR'S RIGHTS AND OBLIGATIONS

- 3.10** Directors/first assistant directors engaged by the NFB under this Agreement agree to abide by all applicable policies in force at the NFB.

- 3.11** **Personal Harassment Policy** The NFB and DGC acknowledge that harassment, in all its forms, is unacceptable and shall not be tolerated.

(a) The "Policy on the Prevention and Resolution of Workplace Harassment and Violence" of the NFB is incorporated into this Agreement. Said policy is available at <http://onf-nfb.gc.ca/en/about-the-nfb/publications/policy-on-the-prevention-and-resolution-of-workplace-harassment-and-violence/>.

(b) The parties agree to be governed by and abide by the rights and obligations provided in this Policy, as of the signature of the Agreement or as amended from time to time by the NFB.

(c) In all cases and throughout the process, a director/first assistant director may refer to the DGC for assistance.

(d) The DGC must be informed promptly of any disciplinary or administrative action taken by the NFB against a director/first assistant director under this Policy.

(e) The parties agree that the grievance and arbitration procedure provided in section 7 of this Agreement is applicable to a director's/first assistant director's harassment complaint.

- 3.12** **No Discrimination** All directors/first assistant directors have the right to equal application and equal benefit of the law and of the Agreement without discrimination. There shall not be any discrimination against any applicant for engagement, during the engagement or in the termination of engagement of a director/first assistant director. In particular, there shall not be any discrimination based on race, national or ethnic origin, colour, religion, sex, age, mental or physical disability.

This article is not intended to preclude the NFB from applying any of its policies or programs on affirmative action.

4 - CREATIVE RIGHTS PROVISIONS

4.01 There shall only be one director engaged to direct a Production, with the exception of a situation of true and legitimate co-directing, including in a Production which involves elements of more than one category.

4.02 A situation of co-directing implies that in the completed Production it is impossible to distinguish the respective contributions of each director. The credit provisions of article 13 apply and the two (2) directors are considered to be one director for that purpose.

4.03 It is understood that an individual that acts only as an advisor or mentor for a director is not co-directing.

Such individual is not covered by this Agreement and is not entitled to any credit under this Agreement.

4.04 The director shall be responsible and shall participate thoroughly in all creative decisions in relation to all aspects of the Production.

This includes, but is not limited to, the director's responsibility for, and participation in, all creative aspects of the editing of the Production (e.g. the preparation of the rough assembly, rough cut, fine cut and including the preparation of audio components of the Production).

4.05 The NFB shall consult the director on the preparation of any version of the production.

4.06 The NFB shall consult the director on the making of a trailer of the Production.

The director is not obliged to consult in this regard and there is no additional fee due.

4.07 The NFB and the director shall consult on the preparation of the Launch Phase of the production.

4.08 It is understood that the NFB has final editorial control.

5 - LICENSE OF RIGHTS

- 5.01** All rights that the director may hold or will hold in connection with the rendering of services for the Production negotiated under this Agreement and the materials supplied to the NFB by the director for incorporation in the Production shall be granted in the form of a license of such rights to the NFB.
- 5.02** Unless otherwise provided in the director's contract, an exclusive license is granted to the NFB for the use and exploitation of the Production in perpetuity, worldwide, in all markets including for promotional purposes, in any form whatsoever, via any medium and by any process, now known or hereafter devised, in whole or in part, in any language, including all Internet uses:
- (a)** with the timely and full payment of the Gross Fee;
 - (b)** with the additional payment of use fees when warranted under article 19 of the Agreement.
- 5.03** Without limiting the generality of the foregoing, such license shall include the right to perform, distribute, reproduce, adapt, translate the Production, communicate the Production to the public by telecommunication, and make the Production available to the public including in such a way that a person can access it from a place and at a time of his choice.
- 5.04** In this article, "Secondary Use Payments" means the net amounts collected and then distributed by collective societies (e.g. SACD, AGICOA) in respect of:
- (a)** the retransmission outside of Canada;
 - (b)** the performance, communication to the public (including broadcasting worldwide), private copying, rental, lending or any other use giving rise to equitable remuneration provided for, now or hereafter, by statute anywhere in the world, but excluding retransmission in North America of a Production.
- 5.05** Nothing in this Agreement or any contract to which this Agreement applies shall diminish any otherwise existing rights of the director to collect any royalties owed personally to him as director of the Production as a result of Secondary Use Payments in connection with the Production.
- 5.06** Nothing in this Agreement or any contract to which this Agreement applies shall diminish any otherwise existing right of the NFB to collect any of the so-called "producer's share" of Secondary Use Payments in connection with any Production.
- 5.07** The Gross Fee payable to the director under this Agreement shall not be reduced by, but shall rather be in addition to, any amounts received by the director on account of any Secondary Use Payments.
- 5.08** The parties hereto acknowledge that specifications for an international standard audiovisual number, ISAN, have been determined under the auspices of the International Standards

Organization (the "ISAN" standard). The NFB is in the process of implementing the ISAN standards and will provide ISAN numbering to its Productions when available.

6 - CONTRACTS

6.01 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.

6.02 Prior to the contracting of the director, the NFB shall make full and complete disclosure to the director of all of the existing artistic, creative and administrative commitments and requirements and of any known limitations, restrictions or other constraints in the logistics, schedule, budget or otherwise.

The parties agree that such disclosure will allow the director to raise any reservations he has regarding the NFB's declared requirements, constraints or logistics.

6.03 The contract with a director shall be in the form of Appendix A. When the NFB has approved the Budget, the NFB shall include a copy of the approved budget summary ("top sheet") and the Production schedule. Any additional terms must be attached to the form.

A contract with a first assistant director shall be in the form of Appendix B.

6.04 For the purposes of this Agreement, Productions of the NFB are classified in three categories: Documentary, Animation and Drama.

6.05 As a general rule, a Production which involves elements of more than one category shall be classified in the category which is intended to have the longest running time. The parties agree to enter into good faith discussions when such a classification is not appropriate for a specific Production. If the parties cannot reach an agreement, an arbitrator may be asked to make a ruling on the issue.

6.06 In the Investigate Phase and Development Phases, the contract shall specify the following:

- (a) the description of deliverables by the director;
- (b) the category of the intended Production (as described in article 6.04);
- (c) the negotiated fee;
- (d) the timeline for directing deliverables and payment schedule;
- (e) the name of the individual NFB producer responsible for the director's contract;
- (f) the specified beginning and end dates of the contract; and
- (g) the director's assigned workplace.

A copy of the Budget's top sheet shall be attached to the contract.

6.07 The contract executed at the Production Phase shall specify the following:

- (a) the category of the Production (as described in article 6.04);
- (b) the intended length of the Production;
- (c) the intended versions and their respective lengths;
- (d) the negotiated fee;
- (e) the specified beginning and end dates of the contract;
- (f) the payment schedule;
- (g) the credit and its placement;
- (h) an indication of the dates and shooting locations;
- (i) the name of individual NFB producer responsible for the director's contract;
- (j) the director's assigned workplace; and
- (k) any other conditions (e.g., working facilities, working team resources).

A copy of the Budget's top sheet shall be attached to the contract.

- 6.08** A copy of every contract between a director/first assistant director and the NFB shall be deposited with the DGC office by the NFB within ten (10) working days of the signing of the contract by the director/first assistant director and the NFB representatives. Copies of contracts provided to the DGC are to be strictly confidential between the NFB, the director/first assistant director and the DGC, and the information contained in these contracts is not to be released by the DGC to any other person.
- 6.09** The directing of the work will be deemed to be executed completely by the director upon acceptance by the NFB of the first complete contracted version of the work that is technically ready for public release.
- 6.10** No other amount than the fees for the services described in the present Agreement can be included in the Gross Fee payable to the director/first assistant director.
- 6.11** In a case of co-directing as defined in article 4, the directors will sign separate contracts with the NFB.
- 6.12** Both directors' contracts will indicate how the minimum fee and the rights shall be divided between the directors as well as their order of appearance in the credits.
- 6.13** If the NFB sells, assigns, or otherwise disposes of any Production produced under this Agreement, or any rights thereto, the NFB shall not be relieved of any of its obligations under this Agreement, unless the third party to whom the said property or rights have been sold, assigned, or otherwise disposed of (the purchaser) fully assumes such obligations by signing an Assumption Agreement in the form contained in Appendix D.

7 - GRIEVANCE AND ARBITRATION

- 7.01** A party exercising its rights under the provisions of the Agreement does so without prejudice to its relations with the other party.
- 7.02** Where a dispute arises out of, or in connection with, this Agreement, or any contract between a director/first assistant director and the NFB under the agreement, the dispute shall be resolved in accordance with the procedures set out in this article.
- 7.03** 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 DGC and the authorized representative of the NFB, without recourse to the formal grievance procedure.
- 7.04** In the event that the dispute is not resolved in the manner described in article 7.03 above, the grieving party may initiate a grievance within sixty (60) days of the date on which the grieving party becomes aware of the act or omission giving rise to the grievance.
- 7.05** 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 or the individual contract, and the remedy sought and delivers the grievance to the NFB. In all cases concerning a director/first assistant director, the DGC will be either the grievor or the respondent.
- 7.06** A representative of the DGC, the NFB manager, staff relations or a duly authorized representative, and the director/first assistant director if the DGC 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. Such settlement shall be binding on all parties to the grievance and the director/first assistant director.
- 7.07** Those present at the grievance meeting shall consider 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.
- 7.08** In the event that attempts to settle the matter have not resulted in a satisfactory settlement of the grievance, any party to the grievance may, within ten (10) working days following the grievance meeting, give written notice to the other parties attending the grievance meeting to refer the grievance to arbitration. The notice shall include the suggested names of three (3) arbitrators. Within ten (10) working days, the parties shall suggest or agree on the appointment

of an arbitrator, failing which the grievor may request the Minister of Labour of Canada to designate an arbitrator.

- 7.09** Unless appointed by the Minister of Labour of Canada, the arbitrator is selected on the basis of his availability within forty-five (45) days from the date of the referral, or as agreed by the parties.

Arbitrations shall be held in Toronto or Montreal only.

- 7.10** The arbitrator shall not have the power or authority to set aside, amend, modify, delete or add any provisions of this Agreement.

- 7.11** The arbitrator shall have all powers needed to dispose of a grievance fully and finally. The arbitrator may grant all remedies that may be necessary and appropriate in order to restore the rights of the grievor by a declaration, an order, an award of compensation or otherwise, in accordance with the terms and conditions of the Agreement in force at the time the contract was signed.

- 7.12** The costs and expenses of the arbitrator shall be shared equally by the grievor and the respondent.

- 7.13** The decision of the arbitrator shall be issued in writing to the parties to the dispute, and shall be final and binding on the parties and the director/first assistant director.

- 7.14** Any time limitations prescribed herein may be extended by mutual agreement of the parties to the grievance.

8 - WARRANTY AND INDEMNITY

8.01 The NFB warrants that any materials supplied to the director by the NFB for incorporation in the Production:

- (a) do not infringe the copyright of another;
- (b) do not defame any person;
- (c) do not invade the privacy of any person,

and that no result of the director's work supplied by the director to the NFB shall be used by, or with the approval of, the NFB in such a manner as to defame any person or to invade the privacy of any person or to violate the provisions of the Criminal Code of Canada in respect to pornography or obscenity.

8.02 The director warrants that, to the best of his knowledge, information and belief, any materials supplied to the NFB by the director for incorporation in the Production:

- (a) do not infringe the copyright of another;
- (b) do not defame any person;
- (c) do not invade the privacy of any person.

The foregoing warranty does not apply in respect to any claim or action that arises from any change made in the materials delivered by the director to the NFB after such delivery.

8.03 The director must inform the NFB if he intends to use in the Production any creative material that has not been, to his knowledge, commissioned by the NFB for this Production.

In that case, the NFB must inform the director if it authorizes that use and if so, clear the necessary rights.

8.04 The director shall indemnify the NFB against all damages and costs (including reasonable legal fees) resulting from any breach of the director warranty, as evidenced by a final decision of a tribunal or a court of competent jurisdiction, or any settlement to which the director has consented in writing.

8.05 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 NFB of the obligation to pay the director any monies due the director pursuant to this contract.

8.06 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.

8.07 Court costs and legal expenses Except when the director is in default under article 8.02 or subject to the provisions of article 8.08, the NFB shall bear any court costs or legal expenses to which the director/first assistant director or his heirs or estate, as the case may be, exposes himself through the execution of his contract, provided that that director/first assistant director gives prompt notice to the NFB of a claim or legal action, and that he assures the NFB of his full cooperation in the defence against said claim or legal action, including, but not limited to, attending hearings, participating in obtaining and presenting evidence and enlisting the participation of witnesses.

For purposes of clarity, this article also applies to directors/first assistant directors who render their services via a loan-out company.

8.08 Exclusion The NFB shall be answerable only for harm caused to a third party through the fault of the director/first assistant director, inasmuch as said fault is neither gross nor deliberate.

8.09 Duration of the obligation The NFB's obligation provided in article 8.07 shall continue beyond the expiry of the director/first assistant director's contract, inasmuch as the facts held against the director/first assistant director took place during the execution of his contract with the NFB.

9 - HEALTH AND SAFETY

- 9.01** The NFB undertakes to abide by the health and safety provisions prescribed in Part II of the Canada Labour Code to prevent accidents and injury to the director/first assistant director arising out of, linked with or occurring in the course of services rendered to the NFB by a director/first assistant director.
- 9.02** Where any hazardous work is involved, all safety issues must be discussed between the NFB and a director/first assistant director.
- 9.03** When agreed and approved by the NFB that tools, protective devices and apparel are necessary for the work, the NFB shall supply the director/first assistant director with all the above at the NFB's expense.
- 9.04** When an unanticipated condition occurs and a director/first assistant director has reasonable cause to believe it is hazardous to render his services, the situation will be addressed promptly by the NFB in good faith and, if warranted, appropriate measures shall be taken.
- 9.05** The director/first assistant director undertakes to take all reasonable and necessary precautions to ensure the health and safety for himself and any other person likely to be affected by the director/first assistant director's acts or omissions while under engagement.
- 9.06** **Injury Report** The director/first assistant director must advise the NFB at the earliest opportunity, of any injury and or any inability to fulfil contracted obligations, within the twenty-four (24) hours of the occurrence of one or the other situation.
- The NFB will inform DGC of any injury suffered by a director/first assistant director while under engagement that results in the director/first assistant director's inability to fulfil his contract within three (3) business days of the event.
- If requested by the director/first assistant director, the NFB shall send to DGC the statement relating the circumstances of the injury.
- 9.07** **Medical Attention and Hospitalization** Within its capacity, the NFB shall assist in getting safe transportation to the nearest physician or hospital facility for any director/first assistant director who requires medical attention during working hours or on Distant Location.

10 - TRAVEL, ACCOMMODATION AND TRAVEL INSURANCE

10.01 When the director/first assistant director is required by the NFB to travel and incurs expenses in the course of his engagement for the NFB, should the NFB have not previously made arrangements and reservations, the NFB reimburses the director in conformity with the Travel Directive of the National Joint Council in force at the time of the expenses (<https://www.njc-cnm.gc.ca/directive/d10/en>). Based on his Headquarter Area, the director is reimbursed for the following expenses:

- a) Actual transportation expenses by airplane in economy class, or such other transportation, such as bus, train, public transportation, taxi;
- b) The actual costs of reasonable and appropriate accommodation;
- c) When the director/first assistant director is required by the NFB to use his own automobile, a kilometric allowance equal to the kilometric Travel Directive applicable to his destination;
- d) All rental or leasing costs where the director/first assistant director is required by the NFB to lease or rent a vehicle;
- e) Actual cost of parking;
- f) A per diem allowance, at the rate and the conditions applicable to his destination in the case of a location to which the director/first assistant director is required to travel by the NFB. However, if meals are provided at the expense of the NFB, the per diem allowance is reduced by the equivalent amount applicable to any or all of the meals.

10.02 Headquarter Area: For the purpose of this section, the Headquarter Area spans an area of 16 kms from the assigned workplace using the most direct, safe and practical road. The director's/first assistant director's contract must indicate the assigned workplace.

For directors/first assistant directors residing in the greater metropolitan area of one of the NFB's production studios (Vancouver- BC, Edmonton - AB, Winnipeg - MB, Toronto - ON, Montreal - QC, Halifax - NS, Moncton - NB, St. John – NL) unless otherwise agreed between the director and the NFB, the assigned workplace is the NFB production studio indicated in the director's/first assistant director's contract.

The "metropolitan area of one of the NFB's production studios" is defined by Statistic Canada: <https://www12.statcan.gc.ca/census-recensement/2016/as-sa/fogs-spg/Index-eng.cfm>, as modified by Statistic Canada from time to time.

If the director/first assistant director is residing outside the greater metropolitan area of one of the NFB's production studios, his contract shall indicate the assigned workplace for the purpose of calculating the 16 km span area.

- 10.03** The allowance rates, such as kilometric rates and per diems for meals, are prescribed in the Travel Directive and adjusted based on the destination where the director/first assistant director is travelling.
- 10.04** In the interest of safe driving, when a director/first assistant director is driving a vehicle, he shall do so in accordance the safety parameters set forth in article 3.2.11 c) of the Travel Directive.
- 10.05** The NFB reimburses the director/first assistant director within 15 days of receiving his expense report accompanied with suitable documentation and receipts.
- 10.06** The NFB shall always provide adequate funds to pay for production expenses. The director shall not be required to provide financial assistance to the production by providing remuneration, purchasing goods or otherwise. If, due to unforeseen circumstances, a director/first assistant director must advance personal funds for a production expense that meets the established objectives of the project, the NFB shall promptly reimburse the director/first assistant director upon presentation of suitable documentation.
- 10.07 NFB Insurance Obligations** Beyond the obligatory insurance that all directors/first assistant directors must carry at their own expense and of which they must provide proof, the NFB will underwrite through the insurance company of its choice, an insurance for out-of-province or out-of-Canada medical emergency and insurance for accidental death or dismemberment while travelling outside of the province or territory of residence or outside Canada. The insurance shall carry the following insured capital sums: a maximum life benefit for out-of-the province or out-of-Canada emergency care of \$1,000,000 per eligible person and maximum benefit of \$500,000 in the event of accidental death or dismemberment.

Additional insurance will be subscribed for war risk, should the NFB require the director/first assistant director to travel and work in a war zone. A destination is considered a war zone when it is identified as such by the insurance company, which bases its list on the Canadian government information website at the address: www.travel.gc.ca under "Travel Advice and Advisories", where the destination is reported as "Avoid all travel" indicating that Canadians should avoid all travel to such country or specific region.

10.08 Co-producers Insurance Obligations

TRAVEL INSURANCE

The co-producer adhering to this Agreement pursuant to article 2.06 shall verify whether the director/first assistant director possesses insurance covering medical care and repatriation in case of accident, illness or death. If the director/first assistant director is not protected by any insurance plan, the co-producer shall subscribe an insurance at their own expense to cover these risks.

Seven (7) days prior to departure the co-producer must confirm to the DGC the status of insurance of the director/first assistant director.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The co-producer shall provide accidental death and dismemberment insurance with a benefit in a sum not less than \$250,000 for the benefit of the director/first assistant director's designated beneficiary when the director/first assistant director is required to travel by air transportation anywhere or by any mode of transportation to a distant location which for this purpose shall be defined to be greater than 500 km from the assigned workplace.

AIRPLANE AND HELICOPTER, UNDERWATER AND/OR WATERCRAFT INSURANCE

The co-producer will provide an additional minimum coverage of \$250,000 of accidental death and dismemberment insurance (not common carrier travel insurance) to any director/first assistant director required by the co-producer to fly in a helicopter or in an aircraft in connection with the Production (other than ordinary travel), such as lining up shots, rehearsals, photography or scouting for locations. The extended insurance coverage will also apply to any director/first assistant director required by the co-producer to work underwater or travel by watercraft.

11 - DIRECTOR PERFORMANCE ASSESSMENT

- 11.01** For the purposes of article 11, “Producer” refers to the individual responsible for the director’s contract within the Production as identified on the contract.
- 11.02** The parties agree on the following general principles:
- (a)** The Production schedule, the Production Budget and other established documents describing the goals of the project are to be respected. However, exigencies of the ongoing project may require adjustment to any or all of these.
 - (b)** Subject to the demands of the project and the Production schedule the director has a legitimate right to organize his work schedule.
 - (c)** The NFB must provide full and appropriate support to the director, creatively, technically and administratively. Emerging directors may require and expect additional consultation with established experts.
 - (d)** Working in collaboration with the director, the Producer has authority for the Production creatively, technically and administratively.
 - (e)** The NFB may legitimately have issues of timely or appropriate performance by the director.
 - (f)** The director is entitled to fully be made aware of expectations of the NFB in terms of timing, quality and delivery of his work and to be informed in a timely fashion regarding any concerns about his performance.
- 11.03** The director and the NFB shall make best efforts to respect the Production schedule, the Budget and other documents describing the goals of the project as established and agreed to before and during the Production activities.
- 11.04** In collaboration with the Producer, the director shall be free to organize his work schedule to comply with the Production schedule.
- 11.05** The NFB shall provide all the resources necessary to accomplish the work and to comply with the Production schedule as described in the Production Budget and other documents describing the goals of the project as established and agreed to before and during the production activities.
- 11.06** The director and the Producer shall meet on a regular basis to assess the progress of the Production toward completion of the work as per the Production schedule and the Production Budget as well as the performance and progress of the director’s work.
- 11.07** Where circumstances warrant:

- (a) the NFB shall inform the director promptly of any unforeseen changes, delays or other occurrences that would cause a modification to the Production schedule, or the Production Budget, or prevent the Production from being accomplished as expected;
- (b) the director shall inform the NFB promptly of any unforeseen changes, delays or other occurrences that may cause a modification to the Production schedule, or the Production Budget, or prevent the Production from being accomplished as expected.

In either case, the director and the Producer shall collaborate to ascertain what measures if any need to be taken to comply with the Production schedule and/or Budget and/or to realize the established Production goals.

11.08 The Producer shall inform the director promptly if the Producer believes that the director's work is not progressing in a manner which will comply with the Production schedule or Budget or with other of the NFB's legitimate expectations in terms of performance of the director's work. The Producer and the director shall collaborate to seek appropriate remedies and solutions.

11.09 If after a reasonable time period, the Producer believes that the situation has not improved or the failings have not been corrected, the Producer shall indicate to the director in writing his position on the issues and the remedies he is seeking.

Such letter is to be copied by the Producer to the DGC and the NFB manager, staff relations.

11.10 If after a reasonable time period, the NFB believes that the situation has not improved or the failings have not been corrected, the NFB shall indicate to the director in writing its position on the issues and the remedies it is seeking up to and including termination of the director's contract.

Such letter is to be copied by the Producer to the DGC and the NFB manager, staff relations.

11.11 For the purposes of termination, deficient performance is defined as major failings in the execution of the contract by the director. For the purposes of clarity, deficient performance does not include creative differences unless the creative parameters established in the contract are breached. The burden of proof to establish deficient performance rests with the NFB.

12 - TERMINATION, CANCELLATION, FORCE MAJEURE, POSTPONEMENT OR SUSPENSION

12.01 Where termination of a director's contract under this Agreement occurs before completion of the Production or before all contracted and scheduled payments are made, financial compensation to the director shall be as follows:

- (a) Where the Production is cancelled due to Force Majeure, payments due to the director will be based on work completed to date. Where work accomplished falls between two scheduled instalments, a proportional amount will be negotiated between the director and the NFB.
- (b) Where the NFB chooses to cancel the Production, except as provided in 12.01(d) below, payments due to the director will be the instalment in progress plus the next scheduled instalment.
- (c) Where the director chooses to leave a Production, and the Producer agrees, payments due to the director will be based on scheduled instalments due for work completed to date. Where work accomplished falls between two scheduled instalments, the director agrees the NFB holds all rights for all work accomplished to date without additional payment.
- (d) Where the NFB is obliged to terminate the contract based on deficient performance by the director, after following the process described in article 11, payments due to the director will be based on work completed to date. Where work accomplished falls between two scheduled instalments, a proportional amount will be negotiated between the director and the NFB.

12.02 Once payments are made to the director as described in article 12.01, the NFB will hold all rights to the work accomplished to date. In the cases of articles 12.01(c) and (d), the NFB may continue the Production including the engagement of another director if required.

12.03 Where a project based on material provided by the director:

- (a) is not approved at the completion of the Investigate Phase or the Development Phase; or
- (b) is not approved to proceed into the Production Phase; or
- (c) has not commenced production within three (3) years, with a possible extension to a maximum of five (5) years, from the date of signing the Production Phase contract with the director; or
- (d) though initiated in production, is suspended or stopped:

Then the NFB will enter into good faith negotiations with the director to determine:

- (1) if material provided by the director, if any, reverts back to the director or is kept by the NFB; and

(2) appropriate compensation regarding this reversion, if any, to the director or to the NFB.

Should the director and the NFB fail to reach such agreement, an arbitrator may be asked by either party to determine what is fair, reasonable and appropriate in the circumstances. In the event of such arbitration, the parties will follow the procedures set out in articles 7.07 to 7.13 inclusive.

12.04 In cases where the co-producer in an NFB co-production is declared bankrupt, insolvent or is wound up, the NFB will use best efforts taking into account its contract with the co-producer to see that fair, reasonable and appropriate arrangements for the director/first assistant director are arrived at.

The NFB will use best efforts, taking into account its contract with the co-producer, to see that fair arrangements for the reversion of rights to the director are arrived at. The NFB will have the right of first refusal on the Production if the co-producer should be unable to proceed for any reason.

12.05 If a Production is prevented or interrupted by reason of Force Majeure, the NFB shall furnish a statement in writing to the DGC as to the reason for the Force Majeure. If the DGC believes the Force Majeure declaration to be unjust or unreasonable, it may file a grievance with respect to the declaration under article 7 of this Agreement.

POSTPONEMENT OR SUSPENSION OF PRODUCTION DURING THE PRODUCTION PHASE AND POST-PRODUCTION PHASE

12.06 The penalty and indemnification provided for in articles 12.07 to 12.11 only apply to postponements and suspensions solely attributable to the NFB without prior consultation and written agreement with the director.

12.07 The parties recognize the importance of the beginning and end dates appearing in the director's contract. Hence, the Production should be completed within the time frame set out in the director's contract and in accordance with the production schedule agreed upon by the NFB and the director.

However, the parties also acknowledge that the unique nature of the Productions produced by the NFB and the vagaries and requirements of production mean sometimes that a production schedule will change.

12.08 Any change to the production schedule that delays the beginning or the end dates of the director's contract by one (1) to three (3) months shall be considered a postponement.

Any change to the production schedule that delays the beginning or the end dates of the director's contract by more than three (3) months is considered a suspension.

- 12.09** If the NFB postpones or suspends the production for any reason not attributable to the director, the NFB must notify the director in writing without delay. The notice must state the reason for the postponement or the suspension and must be sent to the DGC.
- 12.10** Unless the postponement is attributable to the director or to Force Majeure, the director shall be entitled to a penalty equivalent to 10% of the total director's fee for directing services, prorated over the period of three (3) months, paid in equal monthly installments for each full month of postponement. For clarity, in the case of an Animation Production, the 10% calculation is based on the director's DGC fee only, not including the amount for animation services.
- 12.11** If the director receives a notice of suspension, the director may:
- (a)** terminate his directing contract in accordance with article 12.01 c) and, in addition, obtain compensation equivalent to the amount of the next scheduled installment payment up to a maximum of \$5,000; or
 - (b)** obtain the suspension of his directing contract, according to terms negotiated by mutual agreement with the NFB, which must at least grant the director a right of first refusal to direct the work when production resumes and the payment of a negotiated indemnity.

13 - CREDITS

- 13.01** It is understood that the director is entitled to receive a credit that is appropriate to the central role he plays in shaping the creative vision of a Production.

For further clarity, this shall mean that in all circumstances contemplated by this article (including but not limited to screen credits, compact devices, print and paid advertising), the director's credit will be in a font and prominence and of a duration, where applicable, which are no less than that of any other individual credited.

- 13.02** The form of credit to a director is "Director", "Directed by" or "Written and Directed by".

It can also be "A film by" in accordance with the NFB's Credit Policy.

- 13.03** The director shall receive a clearly legible and prominent credit on all release copies of the Production except for public service announcements or other Productions which do not include such credit in standard industry practice.

The director's credit must appear whenever any other production credit appears, except for credit to the NFB itself.

- 13.04** The director's credit shall appear on a single card or its equivalent.

In Productions of less than ten (10) minutes, the credit of the director may appear with additional credits but the credit of the director must appear in a manner and prominence consistent with the director's pre-eminent role.

The director's credit shall be placed either as the last credit in the opening titles or as the first credit in the end titles.

For Productions made specifically for new media platforms, the credit of the director will appear in a prominent and consistent manner according to the best practices of the platform.

- 13.05** The director shall receive a credit in all paid advertisement issued by or under the direct control of the NFB where any other production credits are presented except for the NFB logo.

- 13.06** The director shall receive a credit in all handouts, fact sheets, information folders, posters, and invitations relating to the Production issued by or under the direct control of the NFB where any other production credits are presented except for the NFB logo.

- 13.07** The director shall be credited when the Production is featured on the NFB Web site.

- 13.08** The director shall have the right to replace with a pseudonym any credit to which he is entitled pursuant to his contract or this Agreement, provided that such pseudonym is in good taste and is

not the name of any well-known person, living or dead, and provided that such right of replacement is exercised by the director, through written notice to the NFB, prior to publication of any credit by the NFB.

The notice of removal shall be sent to the DGC by the NFB.

- 13.09** In no case shall the position of director not be credited nor shall the NFB replace the name by someone else.
- 13.10** For purposes of clarity, if there is a dispute between the director and the NFB over a credit matter, the parties may refer the matter immediately to an arbitrator as per article 7.
- 13.11** The first assistant director shall have the right to receive a clearly legible credit appropriate to his contribution in the Production.
- 13.12** The first assistant director shall have the right subject to his sole discretion to refuse to have any credit using his name used in any form or manner by the NFB. This right must be exercised by the first assistant director prior to publication of such credit by the NFB. The notice of refusal shall be sent to the DGC by the NFB.
- 13.13** The DGC logo will be provided to the NFB. The DGC logo will appear in all Productions' screen credits covered by this Agreement in a clearly legible way where any other artists' associations or technical providers' logo appear.
- 13.14** The NFB shall notify distributors and broadcasters of all on and off screen credit obligations provided in this Agreement.
- 13.15** The NFB is not responsible for failure or default out of its control by a third party in respect to credits.

14 - PREVIEWS AND COPY OF PRODUCTION

14.01 The NFB will give the director of the Production, fifteen (15) business days advance written notice (to his last known address) of the time and place of all previews, premieres, festival or gala showings of the Production within the first twelve (12) months after release.

The NFB will provide a free entry ticket to the director if he wishes to attend any such showing.

14.02 With respect to all Productions not originally destined for television and when the Production is originally intended for public release, the NFB will guarantee at least one public or private screening. The choice of the public preview or private showing shall be within the discretion of the NFB; provided, however, that if a private showing is chosen by the NFB it shall be with an audience of sufficient size and diversity to obtain adequate audience response and must be a showing other than to just internal NFB staff.

14.03 Should any awards be won specifically for direction, the director shall be entitled to keep any award or prize (monetary or otherwise) awarded.

Awards or prizes for the Production itself shall be the property of the NFB.

14.04 The NFB shall provide the director with a copy or other suitable device of the completed Production when available.

Where the Production is completed in multiple formats, the director shall have the choice of one of these formats.

14.05 The NFB shall give the director access to all material from the Production in a digital format suitable for the director to use in the creation of a demo reel for the purpose of the director's self-promotion of his work. This does not in any way confer distribution rights to the director.

This material may be stamped electronically with an appropriate watermark.

15 - PRINCIPLES OF REMUNERATION OF THE DIRECTOR

15.01 Fees described in article 16 are minimums with an expectation that senior talent will warrant fees greater than these minimums.

15.02 There will be no free work but unsolicited proposals the NFB may opt to program may have implicit existing directing value addressed through the Investigate and Development Phases contract.

15.03 The minimum fee for a director designated as emerging and who is engaged on a Production designated as specific to emerging filmmakers is the regular applicable minimum fee discounted by twenty-five per cent (25%).

For clarity, this discount will apply only where "emerging" filmmakers are participating in designated NFB emerging filmmaker programs.

If an emerging filmmaker is engaged within the regular programming stream, the minimums apply.

15.04 In a situation of true and legitimate co-directing on a Production, the minimum fee to be shared between the directors is one hundred and twenty per cent (120%) of the applicable minimum rate.

15.05 Fees for the Investigate Phase will be negotiated between the director and the NFB based on the anticipated type and amount of work required to prepare and deliver directing deliverables.

When a director has received a fee for the Development Phase and the project is produced, such fee will be counted as part of the negotiated fee for the Production.

When a co-producer after hiring a director enters into a Co-Production agreement with the NFB prior to the end of pre-production, and the co-producer adheres to the scale agreement in accordance with article 2.06, this Agreement will apply in full.

Any fee paid to the director by the co-producer for work associated with a Development Phase, will be counted as part of the negotiated fee for the Production.

15.06 The director shall provide basic consultation services about the primary launch event and the promotional materials. Such services are included in the negotiated fee.

No additional fees shall be due to the director for the consultation involved in the director's participation at the primary launch event of the Production, for example, appearance at a festival or at a press conference and the related premiere.

An additional fee shall be due to the director for work accomplished for the marketing campaign of the Production after the primary launch event (e.g. the director's participation in events instigated by the NFB [screenings, panels, presentations]).

The fee for such additional work is negotiated between the director and the NFB by mutual consent.

In all cases, the NFB assumes all expenses for the director in accordance with article 10.

15.07

- (a)** when the NFB requires that a director perform significant or substantial additional work for the Production unforeseen at the signature of the contract and based on an NFB revision to the goals or scope of the Production , an additional fee shall be payable to the director and negotiated between the NFB and the director.
- (b)** in other cases where the exigencies of production clearly require that a director perform additional work for the Production unforeseen at the signature of the contract, an additional fee may be payable to the director and, if so, is negotiated between the director and the NFB.
- (c)** The fee for such additional work is negotiated between the director and the NFB by mutual consent.

16 - MINIMUM FEES AND SCHEDULE OF PAYMENTS FOR DIRECTORS

GENERAL SCHEDULE OF PAYMENTS PROVISIONS

- 16.01** The instalment amounts set as percentages in the schedules of payments provided in the Agreement may be sub-divided into multiple step progress payments to ensure appropriate cash flow for directors, particularly during the Production and Post-Production Phases. Such step payments may be introduced to reflect specific production activities as long as each instalment percentage is respected.
- 16.02** The schedule of payments for the director's compensation is determined in the contract. For clarity, as described in article 15.05, fees paid during the Development Phase are considered to be payments applied to the relevant schedule of payments below.
- 16.03** Where in the calculation of instalments any instalment is less than two hundred dollars (\$200), such instalment may be combined with the previous or subsequent instalment.
- 16.04 Fees based on Budget** In this section 16, the minimum fees for the services of the director are based on a percentage of the Budget. This percentage varies per genre.
- The Budget includes any revision until the acceptance by the NFB of the first complete contracted version of the Production that is technically ready for public release (copy zero) as per article 6.09.
- The negotiated fees as of the date of the execution of the director's contract in the Development Phase or for the Production are guaranteed and will not be reduced if the development costs or the production costs come under Budget.
- 16.05** Any pre-payment of an instalment made by the NFB for any reason, other than as specified in 12.01(b), does not exonerate the director from his responsibilities to complete the work in relation with such instalment.

DOCUMENTARY PRODUCTIONS

16.06 This article provides for a minimum fee to be paid for the services of a director in a Documentary Production.

16.07 Minimum fees for Documentary Productions The minimum fees for directors in Documentary Productions are the following:

For the Production, the minimum fee is 10% of the Budget or \$3,500, whichever is greater.

For the Development Phase, the minimum fee is 20% of the Development Phase Budget. If the project is produced, such fee will be counted as part of the negotiated fee for the Production, as per article 15.05.

16.08 Payment schedule for Documentary Productions The schedule of payments must provide 14 or more installments in 3 phases as specified below.

(1) Development Phase – 100% of the negotiated fee paid in the Development Phase as follows:

- (a)** 20% at the beginning of the Development Phase – Upon the initial (kick-off) meeting with the producer for this phase;
- (b)** 50% on completion of the director’s development shoot and/or the delivery of the director’s draft directing statement and other documents required as deliverables. This amount can be divided into smaller installments if, for example, there is more than one shooting block and/or document to be submitted during that phase;
- (c)** 30% on the final delivery of the director’s directing statement and final delivery of the other documents required as deliverables and the acceptance of a demo, as the case may be.

(2) Production Phase – 55% of the negotiated fee less the fee paid at the Development Phase, to be paid as follows:

- (a)** 5% at the beginning of the Production Phase – upon the initial (kick-off) meeting with the producer for this phase;
- (b)** 10% on first day of principal photography;
- (c)** 40% on completion of principal photography, if there are several shooting blocks, the payment shall be divided into installments and paid upon completion of any shooting block.

(3) Post-Production Phase – 45% of the negotiated fee less the fee paid at the Development Phase, to be paid as follows:

- (a)** 5% upon delivery and acceptance of the first assembly;

- (b)** 5% upon delivery and acceptance of the rough cut;
- (c)** 10% upon delivery and acceptance of the fine cut;
- (d)** 5% upon delivery and acceptance of the picture lock;
- (e)** 5% upon delivery and acceptance of the colour correction;
- (f)** 5% upon delivery and acceptance of the final mix;
- (g)** 5% on completion of any contracted version of the Production that is technically ready for public release. However, this payment must be made no later than four (4) weeks after all previous steps through installment (3)(f) have been completed;
- (h)** 5% upon acceptance by the NFB that the picture and sound technical files comply with the NFB requirements (Quality & Control step).

ANIMATION PRODUCTIONS

16.09 This article provides for a minimum fee to be paid for the services of a director in an Animation Production.

16.10 Minimum fees for Animation Productions The minimum fees for directors in Animation Productions are the following:

For the Production, the minimum fee is 12.5% of the Budget or \$3,500, whichever is greater.

If the Budget in Production is \$100,000 or less, the minimum fee is 15% of the Budget or \$3,500, whichever is greater.

For the Development Phase, the minimum fee is 25% of the Development Phase Budget. If the project is produced, such fee will be counted as part of the negotiated fee for the Production, as per article 15.05.

If the director is also the sole or primary animator supported by a team, the provisions of Letter of Agreement no. 1 will apply.

16.11 Payment schedule for Animation Productions The schedule of payments must provide for 10 or more installments in 3 phases as specified below:

(1) Development Phase – 100% of the negotiated fee paid in the Development Phase as follows:

- (a)** 20% at the beginning of the Development phase – Upon the initial (kick-off) meeting with the producer for this phase;
- (b)** 50% on completion of the director's deliverables during this phase such as, the director's draft directing statement and other documents required as deliverables during this phase, the story board (if made by the director), the animatic, the animation tests and technical tests and related reports, the mood board and/or look board. This amount can be divided into smaller installments if for example, there is more than one deliverable and/or document to be submitted during that phase;
- (c)** 30% on the final delivery of the director's directing statement and final delivery of the other deliverables set out in the director's contract.

(2) Production Phase – 70% of the negotiated fee less the fee paid at the Development Phase, to be paid as follows:

- (a)** 5% at the beginning of the Production Phase – upon the initial (kick-off) meeting with the producer for this phase;
- (b)** 10% on the beginning of key animation;

- (c) 55% during the key animation – payments based on monthly progress of the animated project until delivery of the first complete edit of the animation work.
- (3) Post-production Phase** – 30% of the negotiated fee less the fee paid at the Development Phase, to be paid as follows:
 - (a) 10% upon delivery and acceptance of the picture lock;
 - (b) 10% upon delivery and acceptance of the final mix;
 - (c) 5% on completion of any contracted version of the Production that is technically ready for public release. However, this payment must be made no later than four (4) weeks after all previous steps through installment (3)(b) have been completed;
 - (d) 5% upon acceptance by the NFB that the picture and sound technical files comply with the NFB requirements (Quality & Control step).

DRAMA PRODUCTION

16.12 This article provides for a minimum fee to be paid for the services of a director in a Drama Production.

16.13 Minimum fees for Drama Productions The minimum fees for directors in Drama Productions are the following:

For the Production, the minimum fee is 10% of the Budget or \$3,500, whichever is greater.

For Budgets over \$1,000,000, the director's fee is negotiable but cannot be less than \$100,000.

For the Development Phase, the minimum fee is 20% of the Development Phase Budget. If the project is produced, such fee will be counted as part of the negotiated fee for the Production, as per article 15.05.

16.14 Payment schedule for Drama Productions The schedule of payments must provide for 14 or more installments in 3 phases as specified below.

(1) Development Phase – 100% of the negotiated fee paid in the Development Phase as follows:

(a) 20% at the beginning of the Development Phase – Upon the initial (kick-off) meeting with the producer for this phase;

(b) 50% on completion of the director's development shoot and/or the delivery of the director's draft directing statement and other documents required as deliverables. This amount can be divided into smaller installments if for example, there is more than one shooting block and/or document to be submitted during that phase;

(c) 30% on the final delivery of the director's directing statement and final delivery of the other documents required as deliverables and the acceptance of a demo, as the case may be.

(2) Production Phase - 55% of the negotiated fee less the fee paid at the Development Phase, to be paid as follows:

(a) 5% at the beginning of the Production Phase – upon the initial (kick-off) meeting with the producer for this phase;

(b) 10% on first day of principal photography;

(c) 40% on completion of principal photography; if there are several shooting blocks, the payment shall be divided into installments and paid upon completion of any shooting block.

(3) Post-production Phase – 45% of the negotiated fee less the fee paid at the Development Phase, to be paid as follows:

(a) 5% upon delivery and acceptance of the first assembly;

- (b) 5% upon delivery and acceptance of the rough cut;
- (c) 10% upon delivery and acceptance of the fine cut;
- (d) 5% upon delivery and acceptance of the picture lock;
- (e) 5% upon delivery and acceptance of the colour correction;
- (f) 5% upon delivery and acceptance of the final mix;
- (g) 5% on completion of any contracted version of the Production that is technically ready for public release. However, this payment must be made no later than four (4) weeks after all previous steps through installment (3)(f) have been completed;
- (h) 5% upon acceptance by the NFB that the picture and sound technical files comply with the NFB requirements (Quality & Control step).

16.15 Minimum fees for new media platforms Productions with Budgets of \$15,00 and less The minimum fees for directors in Productions of any genre made specifically for new media platforms such as TikTok, YouTube, Instagram and Facebook with a Budget of \$15,000 and less, will be at least \$1,500, payable in one installment at the completion of the Production that is technically ready for public release.

SERIES

16.16 Documentary Productions Series Fees The minimum fees for directors in Documentary Productions Series are the following:

For the Production, the minimum fee is 10% of the Budget of the whole Series or \$3,500, whichever is greater.

For the Development Phase, the minimum fee is 20% of the Development Phase Budget of the whole Series. If the project is produced, such fee will be counted as part of the negotiated fee for the Production, as per article 15.05.

16.17 Animation Productions Series Fees The minimum fees for directors in Animation Production Series are the following:

For the Production, the minimum fee is 12.5 % of the Budget of the whole Series or \$3,500, whichever is greater.

If the Budget of the Series in Production is \$100,000 or less, the minimum fee is 15% of the Budget of the whole Series or \$3,500, whichever is greater.

For the Development Phase, the minimum fee is 25% of the Development Phase Budget of the whole Series. If the project is produced, such fee will be counted as part of the negotiated fee for the Production, as per article 15.05.

If the director is also the sole or the primary animator of the Animation Production Series, the provisions of Letter of Agreement no. 1 will apply.

16.18 Drama Production Series Fees The minimum fees for directors in Drama Production Series are the following:

For Production, the minimum fee is 10% of the Budget of the whole Series or \$3,500, whichever is greater.

For Budgets over \$1,000,000, the director's fee is negotiable but cannot be less than \$100,000.

For the Development Phase, the minimum fee is 20% of the Development Phase Budget. If the project is produced, such fee will be counted as part of the negotiated fee for the Production, as per article 15.05.

16.19 Payment schedules for all Series For Series, payment schedule installments can be made per completion of one episode or for multiple episodes at a time, depending on the delivery order of the episodes as per the production schedule.

16.20 Payment schedule for Documentary Production Series The schedule of payments must provide for 14 installments or more in 3 phases, as specified below:

- (1) Development Phase** – 100% of the negotiated fee paid in the Development Phase as follows:
 - (a)** 20% at the beginning of the Development Phase – Upon the initial (kick-off) meeting with the producer for this phase;
 - (b)** 50% on completion of the director’s development shoot and/or the delivery of the director’s draft directing statement and other documents required as deliverables. This amount can be divided into smaller installments if for example, there is more than one shooting block and/or document to be submitted during that phase;
 - (c)** 30% on the final delivery of the director’s directing statement and final delivery of the other documents required as deliverables and the acceptance of a demo, as the case may be.

- (2) Production Phase** – 55% of the negotiated fee less the fee paid at the Development Phase, to be paid as follows:
 - (a)** 5% at the beginning of the Production Phase – upon the initial (kick-off) meeting with the producer for this phase;
 - (b)** 10% on first day of principal photography;
 - (c)** 40% on completion of principal photography; if there are several shooting blocks, the payment shall be divided into installments and paid upon completion of any shooting block.

- (3) Post-production Phase** – 45% of the negotiated fee less the fee paid at the Development Phase, as follows:
 - (a)** 5% upon delivery and acceptance of the first assembly;
 - (b)** 5% upon delivery and acceptance of the rough cut;
 - (c)** 10% upon delivery and acceptance of the fine cut;
 - (d)** 5% upon delivery and acceptance of the picture lock;
 - (e)** 5% upon delivery and acceptance of the colour correction;
 - (f)** 5% upon delivery and acceptance of the final mix;
 - (g)** 5% on completion of the Series technically ready for public release. However, this payment must be made no later than four (4) weeks after all previous steps through instalment (3)(f) have been completed;
 - (h)** 5% upon acceptance by the NFB that the picture and sound technical files comply with the NFB requirements (Quality & Control step).

16.21 Payment schedule for Animation Production Series The schedule of payments must provide 10 or more installments in 3 phases, as specified below:

(1) Development Phase - 100% of the negotiated fee paid in the Development Phase as follows:

(a) 20% at the beginning of the Development Phase – Upon the initial (kick-off) meeting with the producer for this phase;

(b) 50% on completion of the director’s deliverables during this phase such as, the director’s draft directing statement and other documents required as deliverables during this phase, the story board (if made by the director), the animatic, the animation tests and technical tests and related reports, the mood board and/or look board. This amount can be divided into smaller installments if for example, there is more than one deliverable and/or document to be submitted during that phase;

(c) 30% on the final delivery of the director’s directing statement and final delivery of the other deliverables set out in the director’s contract.

(2) Production Phase – 70% of the negotiated fee less the fee paid at the Development Phase, to be paid as follows:

(a) 5% at the beginning of the Production Phase – upon the initial (kick-off) meeting with the producer for this phase;

(b) 10% on the beginning of key animation;

(c) 55% during the key animation – payments based on monthly progress of the animated project until delivery of the first complete edit of the animation work.

(3) Post-production Phase – 30% of the negotiated fee less the fee paid at the Development Phase, to be paid as follows:

(a) 10% upon delivery and acceptance of the picture lock;

(b) 10% upon delivery and acceptance of the final mix;

(c) 5% on completion of any contracted version of the Production that is technically ready for public release. However, this payment must be made no later than four (4) weeks after all previous steps through installment (3)(b) have been completed;

(d) 5% upon acceptance by the NFB that the picture and sound technical files comply with the NFB requirements (Quality & Control step).

16.22 Payment schedule for Drama Production Series The schedule of payments must provide 10 or more installments in 3 phases, as specified below:

- (1) Development Phase** - 100% of the negotiated fee paid in the Development Phase as follows:

 - (a)** 20% at the beginning of the Development Phase – Upon the initial (kick-off) meeting with the producer for this phase;
 - (b)** 50% on completion of the director’s development shoot and/or the delivery of the director’s draft directing statement and other documents required as deliverables. This amount can be divided into smaller installments if for example, there is more than one shooting block and/or document to be submitted during that phase;
 - (c)** 30% on the final delivery of the director’s directing statement and final delivery of the other documents required as deliverables and the acceptance of a demo, as the case may be.
- (2) Production Phase** - 55% of the negotiated fee less the fee paid at the Development Phase, to be paid as follows:

 - (a)** 5% at the beginning of the Production Phase – upon the initial (kick-off) meeting with the producer for this phase;
 - (b)** 10% on first day of principal photography;
 - (c)** 40% on completion of principal photography; if there are several shooting blocks, the payment shall be divided into installments and paid upon completion of any shooting block.
- (3) Post-production Phase** – 45% of the negotiated fee less the fee paid at the Development Phase, as follows:

 - (a)** 5% upon delivery and acceptance of the first assembly;
 - (b)** 5% upon delivery and acceptance of the rough cut;
 - (c)** 10% upon delivery and acceptance of the fine cut;
 - (d)** 5% upon delivery and acceptance of the picture lock;
 - (e)** 5% upon delivery and acceptance of the colour correction;
 - (f)** 5% upon delivery and acceptance of the final mix;
 - (g)** 5% on completion of the Series technically ready for public release. However, this payment must be made no later than four (4) weeks after all previous steps through instalment (3)(f) have been completed;
 - (h)** 5% upon acceptance by the NFB that the picture and sound technical files comply with the NFB requirements (Quality & Control step).

17 - VERSIONING

17.01 The commissioning of additional versions of the Production after the signature of the contract for the Production phases shall entail additional payment to the director whenever the director shall be required to perform work that requires additional photography or sound recording, substantial editing, the direction of new performances or that requires a fundamental change in the structure of the Production.

This includes, but is not limited to, the creation of one or more distinct works from the original that entail the creation of added scenes, retakes or process shots.

17.02 The fee for such additional version(s) is negotiated between the director and the NFB.

17.03 For clarity, a version for language may or may not entail an additional fee.

A version for language is an additional release version of the original work where the design, structure, content, point of view and goals of the Production remain the same but are delivered through a different language. This may include substitution of appropriate language specific material including titles and credits, new voiceovers, dubbing or other performances and/or subtitles.

According to the NFB's current policy, a French language version will be undertaken for all English Program Productions. Consultation on this version with the director is included in the director's contract with no additional fee.

However, if for that version or any other language version, the director of the original work is required to execute work described in article 17.01, an additional fee is required.

17.04 For clarity, an adaptation entails an additional fee to the director of the original work if he directs that adaptation.

An adaptation is a new Production with different Production goals based substantially on the core materials gathered or created for the original work and may or may not include the creation or capture of new materials.

An adaptation co-exists with the original work meeting the needs of new or additional Production goals. These could include specifics of audience (e.g. children instead of adults), exhibitor (e.g. theatrical instead of broadcaster) or Production goals (a different story entirely derived from the same core material).

In the case of an adaptation, the original director will have the right of first refusal but not the obligation to undertake such adaptation.

Such adaptation is subject to either an amendment to the contract for the original work and an additional fee negotiated by mutual consent or to a new contract for another director, where the fee will be established by mutual consent.

- 17.05** For clarity, an update or revision entails an additional fee to the director of the original work if he directs that update or revision.

An update or revision means changes to the original work to accommodate new events or new understanding of the content or to substantively improve the effectiveness of the original work.

An update or revision is intended to replace the original work in release and does not imply the usual process of drafts associated with the creative process.

In the case of an update or revision, the original director will have the right of first refusal but not the obligation to undertake such work.

Such update or revision is subject to either an amendment to the contract for the original work and an additional fee negotiated by mutual consent or to a new contract with another director, where the fee will be established by mutual consent.

- 17.06** When the director is entitled to be offered work under articles 17.03, 17.04 or 17.05, the NFB will send a notice to the director and will use best efforts to reach the director. The director will have five (5) days to accept or refuse the offer, except in emergency cases where this time may be reduced.

- 17.07** When the NFB requires a version additional to the original contracted version(s) to meet needs of the market, audience or for any special purpose (such as festivals), the following applies:

- (a)** An additional fee is to be paid to the director when this change is greater than 15% of the length of the original work through extension or reduction of the material.
- (b)** Notwithstanding sub-paragraph (a), if such additional version entails work described in article 17.01, there is an additional fee to be paid to the director.

- 17.08** After the release, the director does not need to be consulted on changes in length (less than five per cent [5%]) strictly undertaken to accommodate needs of exhibitors or markets where the original meaning remains intact.

- 17.09** For clarity purposes as described in article 1.17, technical alternatives where the content remains intact and is merely transferred to a new delivery format are not considered “versions” but the director may consult for quality control purposes.

18 - CONTRIBUTIONS (PENSION, INSURANCE) & DEDUCTIONS (PROFESSIONAL DUES)

18.01 The NFB shall pay to the DGC a total contribution of 11% of the director/first assistant director's Gross Fee, as follows:

(a) 6% for retirement benefits; and

(b) 5% for insurance benefits.

18.02 Director/first assistant director's Professional Dues: The NFB shall deduct and remit to the DGC two per cent (2%) of the Gross Fee as professional dues in the case of a director/first assistant director that is a member of the DGC and an amount equal to four per cent (4%) in the case of a director/first assistant director that is not a member of the DGC.

Any knowing or intentional failure by the NFB to make or remit such deductions shall cause the NFB to be solely responsible and liable for any monies owing.

18.03 Change in director/first assistant director's Professional Dues: The NFB shall apply any change made by the DGC to the rates set out in article 18.02 provided that the NFB has been duly notified at least thirty (30) days before the date on which the change comes into effect.

18.04 The NFB shall pay to the DGC the contributions and deductions set out in article 18 no later than twenty-one (21) days after the end of the month in which the NFB paid the Gross Fee. The NFB shall submit a list of the directors/first assistant director's with the contributions and deductions, providing a breakdown of the deductions for each director/first assistant director, in the form provided in Appendix E to the Agreement.

18.05 The DGC may have the accounting information, books or reports kept or prepared by the NFB concerning any payment provided in this Agreement examined by an expert chosen by the DGC, once a year, upon making an appointment at least fifteen (15) days in advance. If the parties fail to agree on a date for the inspection, the inspection shall take place within twenty (20) business days after the date on which the NFB receives written notice that the inspection is to be conducted. The DGC shall be responsible for all costs associated with the inspection. The DGC shall take appropriate measures to ensure that the information collected in the course of the inspection is transmitted on an individual and confidential basis.

19 - USE FEES FOR DIRECTORS

19.01 Use Fee - The director shall be paid use fees by the NFB in an amount of three decimal two per cent (3.2%) of the Distributors' Gross Revenue less one hundred percent (100%) of the Budget, in accordance with the provisions herein.

19.02 Distributors' Gross Revenue - "Distributors' Gross Revenue" shall mean all monies derived by the NFB, 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.

19.03 For greater certainty,

- (a)** Monies derived through the exploitation of ancillary, allied and underlying rights and like rights, such as merchandising, novelization and sequel rights, shall not be included in Distributors' Gross Revenue.
- (b)** Distributors' Gross Revenues shall also mean all monies received by those distributors with which the NFB has entered into a distribution agreement (the "Head Distributor") in respect of the Production.
- (c)** 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 NFB or the Head Distributor, or,
 - (ii)** have an obligation to report and remit Revenue directly to the NFB or Head Distributor.
- (d)** Advances received by the NFB from a distributor ("Distribution Advances"), shall not be included in Distributors' Gross Revenue for the purpose of triggering the payment of use fees to directors; however, a distributor shall not be entitled to deduct the amount of the Distribution Advance from the Distributors' Gross Revenue for the purposes of calculating the use fee.

Monies received by distributors pursuant to article 19.03(b) above shall be considered Distributors' Gross Revenue whether or not the distributor has recouped its Distribution Advance.

- (e)** 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 per cent (20%) of the wholesale selling price of such compact devices, provided that in the event that the wholesale selling price is equal to or less than the typical sell-

through price to wholesalers (currently thirty dollars [\$30] per unit), the deemed Distributors' Gross shall be ten per cent (10%).

- 19.04 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 attempt to allocate the revenue attributable to each individual Production.
- 19.05** The NFB will provide the DGC with an annual report of the Distributor's Gross Revenues for each Production in the form of Appendix F of the Agreement.

When use fee payment is owed to the director, a specific report will be provided with the details of the revenues and expenses for the Production.

20 - CO-PRODUCER PROVISIONS

20.01 As described in article 2.06, where the co-producer is the engager and unless provided otherwise in this article 20, the Agreement will apply to the co-producer of the NFB as if it was the NFB with the following additions and adjustments provided in this article 20.

20.02 All notices of grievances and notices to refer grievances to arbitration under article 7 filed against a co-producer must also be delivered at the same time to the NFB.

The NFB may attend the grievance meeting and be heard by the arbitrator on any matter of implementation or interpretation of this Agreement.

20.03 In the case of a complaint under article 3.11, the complaint is sent to the co-producer, and for information purposes to the NFB as per article 21.04.

20.04 The co-producer must provide cash advances for all anticipated costs listed in article 10.01.

20.05 When in the Agreement a reference is made to an NFB Policy, the co-producer must provide for the equivalent.

20.06 Security The following security provisions for payments will apply to the co-producer:

(a) The DGC may, after a review with the NFB, require a co-producer to remit as security (hereafter "Security") an irrevocable letter of credit, or an equivalent accepted by the DGC, prior to the start of the Production Phase in a form and from a financial institution acceptable to the DGC for an amount of ten per cent (10%) of the total fee of the director or five thousand dollars (\$5,000) whichever is less, or, in the case of a first assistant director, for an amount equivalent to two (2) weeks remuneration.

(b) When such Security is required under article 20.06(a), the director/first assistant director shall not be required to honour their contract until such time as the DGC receives the Security.

(c) The Security will guarantee that the payment to the director/first assistant director and the DGC of all due remuneration, benefits, dues and contributions provided in this Agreement will be done in a timely fashion by the co-producer.

The Security will be used by the DGC if these payments, with interests due if any, are not fully made.

The Security shall expire once all these co-producer's financial obligations towards the director/first assistant director and the DGC are met.

For the purposes of this article, financial obligations do not include use fees.

(d) The Security shall be canceled and returned to the co-producer:

- fifteen (15) days after the co-producer has fulfilled all his financial obligations as per article 20.06 (c)
or at the latest
 - in case of a grievance, fifteen (15) days following the arbitrator's final decision including a judicial revision, if any.
- (e)** Where the co-producer fails to pay remuneration and benefits in accordance with this Agreement for fifteen (15) days the director/first assistant director may refuse to perform services until the co-producer remedies such default. This does not free the co-producer from paying the total guaranteed remuneration.

In such a case, the DGC may use the Security to pay the director/first assistant director.

The co-producer must provide a new Security if requested by the DGC and pay any outstanding remuneration and benefits before requesting the director/first assistant director to return to work.

- (f)** A director/first assistant director's refusal to render services under subparagraphs (b) and (e) shall not be used by the co-producer as grounds for termination or for any other purpose.

Such refusal shall in no way be construed as refusal by the director/first assistant director to fulfill his obligation to render services, and the co-producer may not claim damages from the director/first assistant director or from the DGC in connection with such refusal.

- (g)** An assignment of contract contemplated in article 6.13 and Appendix D of the Agreement cannot be done unless the DGC approves the assumption in writing.

Such approval shall not be unreasonably withheld.

Upon seeking the approval of the DGC to a sale, assignment or other disposition as provided for herein, the co-producer shall provide to the DGC such information and material pertaining to the purchaser as the DGC 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.

21 - GENERAL PROVISIONS

21.01 This Agreement will have a term of forty-two (42) months. It shall come into effect on January 31, 2022 and will expire on July 30, 2025.

In the last three (3) months before the term of the Agreement, and every subsequent year thereafter, either party may send a notice to bargain. Failing such notice, the Agreement is renewed for another year.

TRANSITIONAL PROVISION

Projects approved for production (greenlit) prior to January 31, 2022 will continue to be governed by the previous scale agreement between the parties. For clarity, this Agreement only applies to projects approved for production after its coming into effect.

21.02 Computation of delays For purposes of computing delays specified in this Agreement, the starting day is not counted, but the final day is counted.

The following listed days are counted but if the last day falls on one of the following listed days the time interval is extended to the next day:

- (a) Saturdays and Sundays;
- (b) January 1st and 2nd;
- (c) Good Friday;
- (d) Easter Monday;
- (e) July 1st, Canada Day;
- (f) The first Monday in September, Labour Day;
- (g) September 30th, National Day for Truth and Reconciliation;
- (h) The second Monday in October, Thanksgiving;
- (i) The 11th of November, Remembrance Day;
- (j) December 25 and 26, Christmas and Boxing Day;
- (k) The third Monday of May;
- (l) Any other day proclaimed or decreed by the Federal government or the government of the province where the contract is executed as a public holiday.

21.03 A payment to the director/first assistant director or the DGC is considered to be late fifteen (15) working days after it has become due.

The annual interest rate payable by the NFB on any late payment to the director/first assistant director is the Bank of Canada bank rate plus 3% calculated daily beginning on the first day the payment is late.

The NFB shall not pay amounts to the director that are \$2 or less. These amounts shall be accumulated and paid, as the case may be, in accordance with the provisions of the *Low-value Amounts Regulations* (SOR/2015-68) under the *Financial Administrative Act* (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2015-68/page-1.html>).

- 21.04** Notices required to be given or sent pursuant to this Agreement shall be mailed, postage prepaid, delivered personally or by courier, or sent electronically, addressed as follows:

To the DGC:

Directors Guild of Canada
65 Heward Ave, Building A, Suite A201
Toronto, Ontario
M4M 2T5

Attention: Nathalie-Anne Brassard, DGC National Directors Division

Phone: 1-888-972-0098

Email: nabrassard@dgc.ca

To the NFB:

National Film Board of Canada
P.O. Box 6100, Station Centre-Ville, H3C 3H5
1501, De Bleury St
Montreal, Quebec
H3A 0H3

Attention: Julie Patry, Senior Legal Counsel and Head, Artists' associations relations

Phone: 514-283-9551

Email: j.patry@nfb.ca

In witness whereof the parties have signed in Toronto, this 14th day of February, 2022 .

For the NFB:




Claude Joli-Coeur
Government Film Commissioner
& Chair Person



Julie Patry, Senior Legal Counsel
& Head, Artists' associations relations

For the DGC:



Warren P. Sonoda
President



Dave Forget
National Executive Director



Nathalie-Anne Brassard
National Directors Divisions, Lead Negotiator



Brian Baker
Senior Advisor

The parties would like to thank the negotiations committee members for all their support:

For the DGC:

Director Munro Ferguson
Director Tim Southam
Director Christy Garland
Director Kat Cizek
Director Teresa MacInnes

For the NFB:

Dominique Aubry, Director, Business Affairs and Legal Services
John Christou, Director Production and Operations
Michael Fukushima, Executive Producer
Rob McLaughlin, Executive Producer
Julie Roy, Director General, Creation and Innovation
François Tremblay, Director General, Institutional Services, Legal Services and Human Resources
Shirley Vercruysse, Executive Producer

APPENDIX A

DIRECTOR'S CONTRACT FORM – INVESTIGATE PHASE



**DGC/NFB AGREEMENT 2022-2025
DIRECTOR – INVESTIGATE**

Contract No:
Purchase Order:

Between :
National Film Board of Canada
Address: [Insert address of the Production studio]

And :
Name:
Company (if applicable):
Address:
Tel.:
Email:
GST/HST No. (if applicable):

NFB Producer name:
Director's assigned workplace, if not studio (art. 10.03):

DGC Member No.:

Beginning date:
Working title of the Production:
Production genre:
Co-Director (if applicable):

End date:
Project No.:
Co-Director's Contract No.:

DIRECTOR'S FEE

Negotiated Fee (Gross Fee):	Budget Top Sheet attached (art. 6.06): Yes () No ()
Production designated as specific to emerging filmmaker (art. 15.03): Yes () No ()	

PAYMENT SCHEDULE

PHASE	DESCRIPTION OF DELIVERABLES	DELIVERY DATE	FEE
Investigate			
TOTAL:			

Is the Director a Former Public Servant of the Canadian Government (FPS) in receipt of a pension pursuant to Public Service Superannuation Act (PSSA) and any increases paid pursuant to the Supplementary Retirement Benefits Act, as it affects the PSSA?
YES () NO ()
 If the Director is a FPS in receipt of a pension pursuant to the PSSA, he or she agrees that the successful supplier's status, with respect to being a former public servant in receipt of a pension, will be reported on the NFB website and departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure

of Contracts. The Director must provide the following information to the NFB, as applicable: the name of former public servant and the date of termination of employment or retirement from the Public Service. A contract for the services of a FPS who has been retired for less than one year and who is in receipt of a pension is subject to a fee reduction (abatement formula) as required by Treasury Board Policy.

This contract may be executed in one or more counterparts, each of which shall constitute an original, and all of which taken together shall be deemed to constitute one and the same instrument. This contract may be executed and delivered by facsimile transmission or in PDF format by e-mail transmission with the same force and effect as if it were executed and delivered by the Parties simultaneously in the presence of one another, and signatures on a facsimile or PDF print copy hereof shall be deemed authorized original signature.

SPECIAL CONDITION(S) :

--

This contract is subject to the terms and conditions of the current NFB/DGC Scale Agreement (2022-2025). The director agrees to the deduction of professional dues as per the section 18 of the NFB/DGC Scale Agreement.

Signed at [City], this [date] .

NATIONAL FILM BOARD OF CANADA

DIRECTOR

I hereby certify that GST/HST/QST received in relation to this contract will be remitted to the Canada Revenue Agency and/or Revenue Quebec

[Name]

[Title]

[Name]

[Name of loan-out corporation, if applicable]

For internal use		
Project No.:	Contract No.:	Cost Centre:

DIRECTOR'S CONTRACT FORM – DEVELOPEMENT PHASE



**DGC/NFB AGREEMENT 2022-2025
DIRECTOR – DEVELOPMENT PHASE**

**Contract No:
Purchase Order:**

Between :
National Film Board of Canada
Address:

And :
Name:
Company (if applicable):
Address:
Tel.:
Email:
GST\HST No. (if applicable):
DGC Member No.:

NFB Producer name:
Director's assigned workplace, if not studio (art. 10.03)

Beginning date:
Working title of the Production:
Production genre:
Co-Director (if applicable):

End date:
Project No.:
Series: Yes () No ()
Co-Director Contract No.:

DIRECTOR'S FEE

Total Authorised Development Budget : Budget Top Sheet attached (art. 6.06): Yes ()	Negotiated Fee (Gross Fee):
Production designated as specific to emerging filmmaker (art. 15.03): Yes () No ()	

PAYMENT SCHEDULE – DEVELOPMENT PHASE

NO.	STEP	DESCRIPTION OF DELIVERABLES	DELIVERY DATE	FEE
1	Beginning of Development Phase			
2	Development			
3	End of Development Phase*			
TOTAL:				

*Possibility of more steps in Development Phase as agreed with director.

Is the Director a Former Public Servant of the Canadian Government (FPS) in receipt of a pension pursuant to Public Service Superannuation Act (PSSA) and any increases paid pursuant to the Supplementary Retirement Benefits Act, as it affects the PSSA? YES () NO ()

If the Director is a FPS in receipt of a pension pursuant to the PSSA, he or she agrees that the successful supplier's status, with respect to being a former public servant in receipt of a pension, will be reported on the NFB website and departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts. The Director must provide the following information to the NFB, as applicable: the name of former public servant and the date of termination of employment or retirement from the Public Service. A contract for the services of a FPS who has been retired for less than one year and who is in receipt of a pension is subject to a fee reduction (abatement formula) as required by Treasury Board Policy.

This contract may be executed in one or more counterparts, each of which shall constitute an original, and all of which taken together shall be deemed to constitute one and the same instrument. This contract may be executed and delivered by facsimile transmission or in PDF format by e-mail transmission with the same force and effect as if it were executed and delivered by the Parties simultaneously in the presence of one another, and signatures on a facsimile or PDF print copy hereof shall be deemed authorized original signature.

SPECIAL CONDITION(S) :

The Director hereby irrevocably grants to NFB the right to use and display the Director's name, pre-approved likeness, photographs, voice and pre-approved biographical material for the purpose of producing, exploiting, merchandising, advertising and promoting the Production, provided that no such name, likenesses, photographs, voice or biographical material will be used to endorse any product or service without the Director's prior consent.

APPENDICES (if applicable):

The following appendices and amendments are attached to this contract:

This contract is subject to the terms and conditions of the current NFB/DGC Scale Agreement (2022-2025). The director agrees to the deduction of professional dues as per the section 18 of the NFB/DGC Scale Agreement.

Signed at [City], this [date] .

NATIONAL FILM BOARD OF CANADA

DIRECTOR

I hereby certify that GST/HST/QST received in relation to this contract will be remitted to the Canada Revenue Agency and/or Revenue Quebec

[Name]

[Title]

[Name]

[Name of loan-out corporation]

For internal use		
Project No.:	Contract No.:	Cost Centre:

DIRECTOR'S CONTRACT FORM – DOCUMENTARY/DRAMA PRODUCTION PHASE



DGC/NFB AGREEMENT 2022-2025
DIRECTOR – PRODUCER
DOCUMENTARY PRODUCTION OR DRAMA PRODUCTION

Contract No:
Purchase Order:

Between :
National Film Board of Canada
Address:

And :
Name:
Company (if applicable):
Address:
Tel.:
Email:
GST/HST No. (if applicable):
DGC Member No.:
Approximative Length of the Production and Version(s)
 (as the case may be):
End date:
Project No.:
Series: (Yes) (No)
Co-Director Contract No.:
Credit placement:
Date(s) of shooting:

NFB Producer name:
Director's assigned workplace, if not studio (art. 10.03):

Beginning date:
Working title of the Production:
Category:
Co-Director (if applicable):
Credit:
Shooting location(s):

DIRECTOR'S FEE

Total Authorized Budget : Budget Top Sheet attached (art. 6.07): Yes ()	Negotiated Fee (Gross Fee):
Production designated as specific to emerging filmmaker (art. 15.03): Yes () No ()	

PAYMENT SCHEDULE – PRODUCTION AND POST-PRODUCTION PHASES

NO.	PHASE	DESCRIPTION OF DELIVERABLES	DELIVERY DATE	FEE
1	Development Phase			
2	Production Phase			
2 a)				
2 b)				
2 c)				
3	Post-Production Phase			
3 a)				
3 b)				
3 c)				

3 d)				
3 e)				
3 f)				
3 g)				
3 h)				
TOTAL:				

*Possibility of more steps in Production Phase as agreed with director.

Is the Director a Former Public Servant of the Canadian Government (FPS) in receipt of a pension pursuant to Public Service Superannuation Act (PSSA) and any increases paid pursuant to the Supplementary Retirement Benefits Act, as it affects the PSSA?
YES () NO ()
 If the Director is a FPS in receipt of a pension pursuant to the PSSA, he or she agrees that the successful supplier's status, with respect to being a former public servant in receipt of a pension, will be reported on the NFB website and departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines with the Proactive Disclosure of Contracts. The Director must provide the following information to the NFB, as applicable: the name of former public servant and the date of termination of employment or retirement from the Public Service. A contract for the services of a FPS who has been retired for less than one year and who is in receipt of a pension is subject to a fee reduction (abatement formula) as required by Treasury Board Policy.
 This contract may be executed in one or more counterparts, each of which shall constitute an original, and all of which taken together shall be deemed to constitute one and the same instrument. This contract may be executed and delivered by facsimile transmission or in PDF format by e-mail transmission with the same force and effect as if it were executed and delivered by the Parties simultaneously in the presence of one another, and signatures on a facsimile or PDF print copy hereof shall be deemed authorized original signature.

SPECIAL CONDITION(S) :

The Director hereby irrevocably grants to NFB the right to use and display the Director's name, pre-approved likeness, photographs, voice and pre-approved biographical material for the purpose of producing, exploiting, merchandising, advertising and promoting the Production, provided that no such name, likenesses, photographs, voice or biographical material will be used to endorse any product or service without the Director's prior consent.

APPENDICES:

The following appendices are attached to this contract:

This contract is subject to the terms and conditions of the current NFB/DGC Scale Agreement (2022-2025). The director agrees to the deduction of professional dues as per the section 18 of the NFB/DGC Scale Agreement.

Signed at [City], this [date] .

NATIONAL FILM BOARD OF CANADA

DIRECTOR

I hereby certify that GST/HST received in relation to this contract will be remitted to the Canada Revenue Agency and/or Revenue Quebec

 [Name]
 [Title]

 [Name]
 [Name of loan-out corporation]

For internal use		
Project No.:	Contract No.:	Cost Centre:

DIRECTOR'S CONTRACT FORM – ANIMATION PRODUCTION PHASE



**DGC/NFB AGREEMENT 2022-2025
DIRECTOR – PRODUCTION
ANIMATION PRODUCTION (WITH OR WITHOUT ANIMATION WORK)**

**Contract No:
Purchase Order:**

Between :
National Film Board of Canada
Address:

And :
Name:
Company (if applicable):
Address:
Tel.:
Email:
GST\HST No. (if applicable):
DGC Member No. :
Approximative Length of the Production and Version(s)
(as the case may be):
End date:
Project No.:
Series: (Yes) (No)
Co-Director Contract No.:
Credit placement:

NFB Producer name:
Director's assigned workplace, if not studio (art. 10.03)

Beginning date:
Title of the Production:
Category:
Co-Director (if applicable):
Credit:

DIRECTOR'S FEE

Total Authorised Budget: Budget Top Sheet attached (art. 6.07): Yes ()	Negotiated Fee (Gross Fee):
Production designated as specific to emerging filmmaker (art. 15.03): Yes () No ()	

NEGOTIATED FEE FOR ANIMATION WORK DONE BY DIRECTOR (if applicable)

Animation Negotiated Fee:	Director is: Sole animator: () Primary animator: () Does not do Animation Work: ()
----------------------------------	---

PAYMENT SCHEDULE FOR DIRECTOR'S FEE AND ANIMATION WORK– PRODUCTION AND POST-PRODUCTION PHASES

NO.	STEP	DESCRIPTION OF DELIVERABLES	DELIVERY DATE	DIRECTOR FEE	ANIMATION WORK FEE (if applicable)
1	Development Phase				
2	Production Phase				

2 a)					
2 b)					
2 c)					
3	Post-Production Phase				
3 a)					
3 b)					
3 c)					
3 d)					
SUBTOTAL:					
GRAND TOTAL:					

*Possibility of more steps in Production Phase as agreed with director.

Is the Director a Former Public Servant of the Canadian Government (FPS) in receipt of a pension pursuant to Public Service Superannuation Act (PSSA) and any increases paid pursuant to the Supplementary Retirement Benefits Act, as it affects the PSSA?
YES () NO ()
 If the Director is a FPS in receipt of a pension pursuant to the PSSA, he or she agrees that the successful supplier's status, with respect to being a former public servant in receipt of a pension, will be reported on the NFB website and departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts. The Director must provide the following information to the NFB, as applicable: the name of former public servant and the date of termination of employment or retirement from the Public Service. A contract for the services of a FPS who has been retired for less than one year and who is in receipt of a pension is subject to a fee reduction (abatment formula) as required by Treasury Board Policy.
 This contract may be executed in one or more counterparts, each of which shall constitute an original, and all of which taken together shall be deemed to constitute one and the same instrument. This contract may be executed and delivered by facsimile transmission or in PDF format by e-mail transmission with the same force and effect as if it were executed and delivered by the Parties simultaneously in the presence of one another, and signatures on a facsimile or PDF print copy hereof shall be deemed authorized original signature.

SPECIAL CONDITION(S) :

The Director hereby irrevocably grants to NFB the right to use and display the Director's name, pre-approved likeness, photographs, voice and pre-approved biographical material for the purpose of producing, exploiting, merchandising, advertising and promoting the Production, provided that no such name, likenesses, photographs, voice or biographical material will be used to endorse any product or service without the Director's prior consent.

APPENDICES:

The following appendices are attached to this contract:

This contract is subject to the terms and conditions of the current NFB/DGC Scale Agreement (2022-2025). The director agrees to the deduction of professional dues as per the section 18 of the NFB/DGC Scale Agreement.

Signed at [City], this [date] .

NATIONAL FILM BOARD OF CANADA

DIRECTOR

I hereby certify that GST/HST/QST received in relation to this contract will be remitted to the Canada Revenue Agency and/or Revenue Quebec

 [Name]
 [Title]

 [Name]
 [Name of loan-out corporation]

For internal use		
Project No.:	Contract No.:	Cost Centre:

APPENDIX B – FIRST ASSISTANT DIRECTOR’S CONTRACT

FIRST ASSISTANT DIRECTOR’S CONTRACT FORM



**DGC/NFB AGREEMENT 2022-2025
FIRST ASSISTANT DIRECTOR – PRODUCTION**

Contract No:
Purchase Order:

Between :	And :
National Film Board of Canada Address:	Name: Company (if applicable): Address: Tel.: Email: GST/HST No. (if applicable):
NFB Producer name:	DGC Member No.:
First Assistant Director’s assigned workplace, if not studio (art. 10.03):	Approximative Length of the Production and Version(s) (as the case may be):
Beginning date:	End date:
Working title of the Production:	Project No.:
Production genre:	Series: Yes () No ()
Credit:	Credit placement:
Shooting date(s):	Shooting location(s):

FIRST ASSISTANT DIRECTOR’S FEE

Negotiated Fee (Gross Fee):

PAYMENT SCHEDULE

PHASE	DESCRIPTION OF DELIVERABLES	DELIVERY DATE	FEE
Production			
Post-Production			
TOTAL:			

Is the First Assistant Director a Former Public Servant of the Canadian Government (FPS) in receipt of a pension pursuant to Public Service Superannuation Act (PSSA) and any increases paid pursuant to the Supplementary Retirement Benefits Act, as it affects the PSSA?
YES () NO ()

If the First Assistant Director is a FPS in receipt of a pension pursuant to the PSSA, he or she agrees that the successful supplier's status, with respect to being a former public servant in receipt of a pension, will be reported on the NFB website and departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts. The First Assistant Director must provide the following information to the NFB, as applicable: the name of former public servant and the date of termination of employment or retirement from the Public Service. A contract for the services of a FPS who has been retired for less than one year and who is in receipt of a pension is subject to a fee reduction (abatement formula) as required by Treasury Board Policy.

This contract may be executed in one or more counterparts, each of which shall constitute an original, and all of which taken together shall be deemed to constitute one and the same instrument. This contract may be executed and delivered by facsimile transmission or in PDF format by e-mail transmission with the same force and effect as if it were executed and delivered by the Parties simultaneously in the presence of one another, and signatures on a facsimile or PDF print copy hereof shall be deemed authorized original signature.

SPECIAL CONDITION(S) :

--

APPENDICES (if applicable):

The following appendices and amendments are attached to this contract:

This contract is subject to the terms and conditions of the current NFB/DGC Scale Agreement (2022-2025). The first assistant director agrees to the deduction of professional dues as per the section 18 of the NFB/DGC Scale Agreement.

Signed at [City], this [date] .

NATIONAL FILM BOARD OF CANADA

FIRST ASSISTANT DIRECTOR

I hereby certify that GST/HST received in relation to this contract will be remitted to the Canada Revenue Agency and/or Revenue Quebec

[Name]
[Title]

[Name]
[Name of loan-out corporation]

For internal use		
Project No.:	Contract No.:	Cost Centre:

LETTER OF ADHERENCE FOR CO-PRODUCTIONS

LETTER OF ADHERENCE FOR CO-PRODUCTIONS

(Article 2.06 of the Agreement)

[Insert name of Producer] hereby acknowledges receipt of the DGC-NFB Agreement (2022-2025).

The Producer hereby acknowledges that by executing this Letter of Adherence, the Producer agrees to abide by and conform to all the terms and conditions contained in the DGC-NFB Agreement 2022-2025.

Dated this day of _____, 20__.

.

[Name of Producer signatory company]

[Print or type name]

This document must be forwarded to the DGC by the NFB when signed.

PURCHASER'S ASSUMPTION AGREEMENT

PURCHASER'S ASSUMPTION AGREEMENT

(Article 6.13 of the Agreement)

Whereas (the "Purchaser") has acquired from the National Film Board of Canada (the "NFB") certain rights in the production entitled _____ (the "**Production**");

Whereas the NFB entered into a contract with _____ (the "**Director**") with respect to the Production and pursuant to the DGC-NFB Scale Agreement dated _____ to _____ (the "**DGC-NFB Scale Agreement**").

The parties hereto agree as follows:

1. The Purchaser is hereby bound by all continuing obligations contained in the DGC-NFB Scale Agreement with respect to the Production and the Director; and, without limiting the generality of the foregoing, the Purchaser will pay when due all payments required by the DGC-NFB Scale Agreement to be paid by the NFB to or for the Director with respect to the Production.
2. The DGC hereby relieves the NFB of all of its obligations under the DGC-NFB Scale Agreement with respect to the Production and the Director.

Dated this [date].

NFB Per: _____
[Name and title]

Purchaser Per: _____
[Name and title]

DGC Per: _____
[Name and title]

Director Per: _____
[Name]

REMITTANCE FORM

Updated remittance form to follow.

Please send the remittance report no later than on the 21st day of each month to/

Veillez retourner ce rapport avec les remises au plus tard le 21^e jour de chaque mois à

remisesqc@dgc.ca

APPENDIX F

REPORT ON REVENUES

APPENDIX F - ANNUAL REPORT

DGC-NFB SCALE AGREEMENT 2022-2025							
ÉTAT CUMULATIF DES REVENUS POUR LA PÉRIODE SE TERMINANT LE [DATE] / STATEMENT OF DISTRIBUTOR'S GROSS REVENUE FOR THE PERIOD ENDING [DATE]							
Project number/ No de projet	Title / Titre	Working Title / Titre de travail	Cumulative Gross Receipts/Total des recettes	Total Budget / Budget total	Pro-Rata	100.00%	Individual report / Rapport individuel
ABC-00000	final title	working title	\$	\$	%	%	Yes/ No

LETTER OF AGREEMENT 1

Letter of Agreement number 1 between

The National Film Board (“NFB”) and

The Directors Guild of Canada (“DGC”)

WHEREAS during the course of the negotiations, the parties have discussed how to deal with situations where the director of an Animation Production also animates, in whole or in part, the Animation Production that they direct;

WHEREAS in the NFB tradition of auteur animation films, the function of animator is often performed by a person who is also the director of the film, and the NFB wishes to recognize and value the function of both the director and the animator in this context;

WHEREAS the DGC does not represent persons occupying solely or primarily the function of animator but that there is a bona fide unresolved dispute between the parties regarding the function and/or duties of animator/animation when performed by a director;

WHEREAS, while reserving their respective arguments on this issue and without any admission whatsoever, the parties wish to implement a pragmatic solution where a director also performs in whole or in part the function and/or tasks of animator/animation;

THE PARTIES AGREE TO THE FOLLOWING:

1. The Preamble forms part of this Letter of Agreement between the parties.
2. When a director directs an Animation Production for the NFB and also performs, for the purpose of same Animation Production, Animation Work, the director shall be paid a specific flat fee for said services (the “**Animation Fee**”).
3. Animation Fee payable to a director for Animation Work shall be established between the NFB and the director and is fully negotiable. For clarity, the director and the NFB will negotiate a separate fee for the directing work and a separate fee for the Animation Work.
4. Both the amount of the negotiated Animation Fee and the negotiated directing fee shall be entered in the director’s contract executed for the Production Phase, in the form provided for in Appendix A of the Agreement (Director’s Contract Forms). The Animation Fee shall be paid in accordance with the payment schedule set out in the Agreement regarding Animation Productions.
5. When a director is the only person performing all the Animation Work (“sole animator”), the combined amount of a) the Animation Fee payable to the director, b) the Gross Fee payable to the director for directing work, and c) the Gross Fee payable to any other director codirecting the same Animation Production shall be equal to no less than 30% of the Budget of the Animation Production.
6. When a director is the primary animator performing part of the Animation Work, the combined amount of a) the Animation Fee payable to the director for directing work, b) the Gross Fee payable to the director, c) the Gross Fee payable to any other director codirecting the same Animation Production and d)

all other fees payable to any and all other person performing Animation Work in relation to the same Animation Production shall be equal to no less than 30% of the Budget of the Animation Production.

7. If the 30% threshold established in paragraphs 5 and 6 in this Letter of Agreement is not reached, the amount of the Gross Fee payable to the director or the co-directors shall be increased so that the combined amount of the fees referenced in said paragraphs equal 30% of the Budget of the relevant Animation Production.
8. For clarity, the Animation Fee is not included in the director's services Gross Fee; however, it shall be subject to the various contributions and deductions established by section 18 of the Agreement, as if it was included in the Gross Fee.
9. To the extent necessary to ensure full payment of the Animation Fee and the application of paragraphs 7 and 8 of this Letter of Agreement, this Letter of Agreement shall be subject to the grievance and arbitration procedures established by section 7 of the Agreement as well as article 21.3 of the Agreement.
10. The director and the NFB can decide and agree to establish other terms and conditions respectful of the provisions of the Letter of Agreement for the provision of Animation Work, including (without limiting the generality of the foregoing) specific terms regarding termination, etc. As the case may be, said terms shall not be subject to the grievance and arbitration procedures established by section 7 of the Agreement.
11. This Letter of Agreement shall be in force until Jul 30, 2025; it is not subject to automatic renewal or extension and shall only be renewed or extended if the parties so agree in writing.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL, THIS 20th DAY OF DECEMBER, 2021.

For NFB:



Julie Patry
Senior Legal Counsel and Head, Artists' Association Relations

For DGC:



Nathalie-Anne Brassard
DGC National Directors Division