



AN AGREEMENT BETWEEN  
ASSOCIATED DESIGNERS OF CANADA  
AND  
PROFESSIONAL ASSOCIATION OF CANADIAN  
THEATRES

## STANDARD CLAUSES

Effective 01 July, 2017

### INDEX

- I. Preamble
- II Administrative Provisions
- III Security Deposit/Bond
- IV General Provisions
- V The Designer Agrees
- VI The Theatre Agrees
- VII Production Budget
- VIII Co-Production
- IX Professional Fees
- X Definitions
- XI Set Design
- XII Costume Design
- XIII Lighting Design
- XIV Projection Design
- XV Sound Design
- XVI Standing Committee and Mediation
- XVII Duration and Renewal
- XVIII Professional Fee Table
- XIX Execution of Design Engagement Contracts

### I. Preamble

The parties to this Agreement are the Professional Association of Canadian Theatres (hereinafter called PACT) and the Associated Designers of Canada (hereinafter called the ADC).

It is agreed that ADC exclusively determines its own mandate and that PACT exclusively determines its own mandate.

PACT and ADC recognize each other as the exclusive bargaining agents for their respective members.

This Agreement shall apply to all Regular, Commercial and Associate members of PACT. PACT will provide ADC with a membership list of Regular, Commercial, and Associate members of PACT which shall be maintained and updated on a regular basis.

This Agreement shall apply to all ADC members engaged by members of PACT in the preparation and presentation of a theatrical production in any venue.

Both Parties agree that this Agreement, with all appendices and any future riders, sets forth the minimum terms and conditions agreed to by PACT and ADC with respect to the engagement of the ADC's members, notwithstanding which, the terms and conditions of this Agreement shall not be modified except as may be expressly approved by both ADC and PACT in writing. The specific terms and conditions negotiated between each individual Designer and PACT member theatre are to be confirmed in writing in the Design Engagement Contract Form. Nothing in this

Agreement between PACT and ADC shall prevent the Designer from negotiating better terms and conditions than those herein provided. Such better terms and conditions shall be set forth in the Designer's Engagement Contract with riders as required.

When completed and signed by both parties, the Design Engagement Contract, as issued by ADC or PACT, together with this Agreement, constitutes a legally binding agreement between the PACT Theatre and the ADC Designer.

It is understood and agreed that no schedule or rider may be attached to the Negotiable Section of this Agreement that in anyway contradicts or supersedes the following conditions.

The Terms of the Design Engagement Contract, and the terms of this Agreement apply to all Full or Associate ADC members, with the exception that the provision of Article II-1 (insurance premium), and Article II-2 (RRSP) which apply to Full Members only. The Associate status of the Designer shall be indicated on the Design Engagement Contract form.

## **II. Administrative Provisions**

Each of the following payments shall be forwarded in full to the ADC office within thirty (30) calendar days following the date of signing by the Designer accompanied by a copy of the Design Engagement Contract to which it applies.

1. **Group Insurance Premium:** Members of the ADC are covered by a Group Insurance Policy, the details of which are available from the ADC office. The Theatre shall pay to ADC a \$75 premium for each contracted production within the years of this Agreement.
2. **RRSP:** The Theatre will deduct 3% of the Total Design Fee, as set forth in the Payment Schedule (Schedule 8) from the ADC member's first payment, and match it with a 3% contribution, and remit the total to the ADC office for the Designer's RRSP.
3. **Filing Fee:** The Theatre will deduct from the first payment to the Designer, 2% of the Total Design Fee as set forth in the Payment Schedule (Schedule 8) and remit this amount to the ADC office as the contract filing fee.
4. In the event that the Theatre fails to remit the administrative payments (Group Insurance Premium, RRSP Contributions, and Filing Fee) in full to the ADC office within the agreed-upon time of thirty (30) calendar days of the date of signing by the Designer, a penalty of 2% of the Total Design Fee per month (or part thereof) will be payable by the Theatre beginning the 45<sup>th</sup> day and until the situation is rectified. Such payments (minus administrative charges) will be deposited to the Designer's RRSP account to offset any losses in RRSP interest the Designer may incur due to late payments from Theatres.
5. The Parties agree that each separate design discipline for which a Designer is engaged and the fee associated with each discipline shall be separately identified in the Design Engagement Contract.
6. ADC and PACT agree that all deadlines agreed to by the Designer and the Theatre are critical to the successful execution of the production. Both associations encourage their members to use their best efforts to meet all deadlines. If it becomes apparent to either the Theatre or the Designer that a deadline may be in jeopardy the other party shall be notified as soon as possible and both parties shall consult and agree on courses of action to protect the production process.
7. ADC and PACT agree that the details of an individual Artist's contract will be held in strictest confidence.

## **III. Security Deposit/Bond**

Under the terms of this Agreement, PACT member theatres are not normally required to post a security deposit or bond to guarantee the payment of fees, royalties, expenses or other monies owing to the Designer or to ADC.

Notwithstanding the above, where ADC can demonstrate that a Theatre is in arrears for 45 days or more with payments due to the Designer or to ADC, unless otherwise agreed in writing, the Theatre will be required to post a bond with ADC of no less than 34% of the Design Fee with respect to current and new

Engagement Contracts. This bond will accompany a copy of each contract and the rest of the payment obligations to ADC, and must be in the form of money order, certified cheque, or a properly executed Letter of Credit from the Theatre's banking facility which has an expiry date no earlier than two weeks following the projected close of the Production.

ADC will return the bond two weeks following the final payment to the Designer upon written request (by fax, mail, email) from the Theatre to do so and after ADC has confirmed with the Designer that all outstanding monies owing to the Designer and to ADC have been paid by the Theatre. If all monies have not been paid, the Theatre must either immediately pay the outstanding amount or negotiate a payment plan. Failing this, ADC will have the right to immediately pay the outstanding amounts out of the Bond, and then will return any remaining balance of the Bond to the Theatre.

ADC's use of the Bond to pay the Designer does not in any way remove or negate the responsibility of the Theatre to pay the Designer or ADC any amounts still outstanding after the Bond is used for this purpose.

Any disputes shall follow the procedure in the Dispute Resolution section of the Agreement.

#### **IV. General Provisions**

It is expressly understood and agreed between the Parties as follows:

1. Whenever the Designer is required by the Theatre to travel to fulfill their obligations under the terms of this Agreement, the Theatre will provide the Designer with round trip air or other available and appropriate transportation, and budgeted incidental travel expenses. It is understood between the parties that the use of the most economical and mutually convenient reasonable transportation (especially as regards air travel) is the spirit and intention of this clause. Should either party subsequently change the arrangements for any reason, that party shall be responsible for any additional costs incurred.

When the Designer is required to travel to the Theatre's Point of Origin for work on the Production, the Theatre shall provide the Designer with single occupancy quiet, clean and sanitary accommodations with kitchenette facilities (where available) and private bath or other accommodation satisfactory to the Designer and at no cost to the Designer. Such accommodation shall take into account the budget and location of the theatre, and availability of accommodations. The Theatre is not required to supply accommodation if the Designer's permanent residence is located in the Point of Origin.

The above shall also apply whenever the Designer is required to travel outside of the Theatre's Point of Origin, to fulfill their responsibilities with respect to Co-Productions or Tours.

Notwithstanding the above, the Designer may negotiate additional accommodation and per diem provisions, details of which will be included in the Design Engagement Contract.

2. Neither party to the Agreement shall assign, lease, sell or otherwise dispose of, or use either directly or indirectly, the total design of the Production or the rights thereto for any purpose whatsoever except as herein provided, without the prior written consent of the other Party for a period of not less than three years from the date of closing. Such consent shall not be unreasonably withheld. After this period, these rights shall become the sole property of the Designer.
3. The Designer reserves the right to paternity and integrity of the work performed as a part of this Agreement, and thus reserves the right to have their name listed as designer for all incarnations using the whole or recognizable part of the design (unless they chooses otherwise), and the choice must be offered in advance.

The Theatre shall not have the right to assign, lease, sell, license or otherwise use directly or indirectly, any of the Completed Designs of the Sets, Costumes, Lighting or Sound for any use in live performance, motion pictures, video cassettes, television live broadcasts, simulcast, tapes or film, film cassettes, or any other image recording or transmission process now or herein-after invented, except as specified in this Agreement, without requesting permission and negotiating a royalty payment / license fee of a minimum of

40% of the original fee for such rights per contracted use, in advance of the new use of the design. Such rights shall not be unreasonably withheld. Preceding terms are for use of 100% of Completed Design only.

The terms of use of any recognizable portion of the Completed design is to be negotiated separately.

4. Notwithstanding the above, the Designer hereby agrees that the Theatre may record the Production for archival purposes only. The resulting recording must not be edited for any purpose whatsoever, may only be played back in private for reference purposes, as a teaching aid or private screening for potential investors of future productions. There shall be no public replay of the recording.
5. It is further agreed that excerpts of the Production involving the use of any designs contracted herein may be recorded for the purpose of promoting and publicizing the production without payment to the Designer, such excerpts to be limited to a maximum of five (5) minutes of performance or rehearsal for presentation on current affairs programming.

Notwithstanding the above, and pursuant to the provisions of Article II-3 herein, when excerpts of the Production involving the use of any designs contracted herein are recorded and payment to any artist involved is outside the theatre's control, the Theatre shall ensure that the Designer is paid an amount commensurate with the other artists.

6. The Designer is responsible for the visual or aural aspects of the Production only, and it is understood that all specifications submitted by the Designer relate solely to the appearance or sound. It is understood that the Designer is not qualified to determine structural or electrical validity of submitted designs and cannot assume responsibility for engineering, construction and use.

The Designer must consider safety in their design. It is understood that the Designer will alter or permit the alteration of any specifications or designs, which the Theatre finds to be incompatible with proper safety or structural criteria, health regulations, building or fire codes or other instructions from Authority(ies) Having Jurisdiction.

The Designer is not responsible for damages resulting through the failure of the Theatre or contractors to carry out in a safe and responsible manner the execution of the designs and plans prepared by the Designer.

The Theatre will indemnify, defend, save and hold the Designer and their agents harmless from and against all liability, costs and/or other loss, including reasonable attorney fees, which may arise regarding the electrical validity, structural integrity and/or safety of the designs furnished under this agreement.

The Theatre will identify on the Design Engagement Contract whether or not it has comprehensive general liability insurance.

7. In the event the Production is abandoned prior to the first public performance, the Designer and the Theatre shall negotiate the remaining payment due, but in no event shall the Designer receive less than one-half (1/2) of the Professional Fee as stipulated in this Agreement (plus GST/HST and / or other taxes as applicable).
8.
  - a) In the event that the opening is postponed, through no fault of the Designer, the Designer agrees to perform those services not yet complete as of the opening date as hereinbefore set forth, subject to their obligations with respect to other engagements. The Designer shall, notwithstanding the provision of this paragraph, be entitled to receive payment in full as hereinbefore set forth.
  - b) In the event that the opening is postponed through the fault of the Designer by breach of contract, the designer agrees either to perform those services not yet completed as of the opening date as hereinbefore set forth, or to forfeit any and all remaining payments due under the provision of this Agreement, at the discretion of the Theatre. If the Designer does not complete services, it is agreed and understood that the Theatre can engage other personnel/designer(s) to complete the design. In this case, the original Designer's credit may be negotiated to be removed from promotional materials that are managed by the Theatre.
9. Notwithstanding the above, if the performance of the obligations of either Party to the Agreement is delayed or interrupted or prevented by reason of an act of God, fire, flood, war, public disaster, strikes or labour difficulties, governmental enactment, regulation of order, certified illness or death in the immediate family, or any other cause beyond their or its control, such Party shall not be liable to the other therefor, save that whenever possible liability for the performance of any obligation herein shall not be terminated but merely suspended for a period of time based on the duration of the event that caused the delay,

interruption or prevention and the effects thereof, and the provisions of this contract shall continue following the period of delay, interruption or prevention.

10. Either Party has the right to terminate this Agreement at any time for failure to fulfill the material provisions of the Agreement or for just cause. Upon termination the Theatre and Designer shall negotiate the remaining payment due to the Designer, if any, commensurate with service(s) performed by the Designer as of the date of termination and the Designer shall not be obliged to provide any further services for the Theatre as of that date. It is understood and agreed that the theatre must reimburse the Designer for approved expenses incurred by the Designer as of the date of termination.
11. This Agreement shall not in any way constitute or be deemed to constitute a partnership or joint venture between the Parties hereto. The Parties hereto are individual contractors and the relationship between them shall not constitute nor be deemed to constitute an employer/employee relationship. Neither Party shall incur debts or make any commitments on behalf of or as agent for the other without prior authorization.

**V. The Designer Agrees:**

1. To be available at mutually agreeable dates and specified locations for consultation(s) with the Director, other Designers and/or the designated representative of the Theatre, and to be available, as specified in the Residency Periods section on Schedule 1, to supervise and approve all the work pursuant to this Agreement.
2. To inform the Theatre on an on-going basis of any other design commitments which may impact upon a Production. The Designer will keep the Theatre informed of their whereabouts during the contractual period.
3. To attend at least one run-through and to attend and supervise at set-up, technical rehearsals and dress rehearsals and the first paid public performance and to be available for consultation until the Official Opening Performance of the Production.
4. That the designs and sketches covered by the Agreement may be reproduced by the Theatre for promotional purposes with permission of the Designer. The Designer will be credited in each case but will not receive payment in addition to Professional Fees and expenses. Notwithstanding the above, reproduction of designs for posters, program covers and advertising and/or any item for resale must be negotiated separately.
5. The Theatre shall have the first opportunity to purchase sketches and the maquette of the production designs at a price to be negotiated with the Designer.

It is understood that the Theatre must negotiate the purchase as of the final dress rehearsal and confirm purchase by opening night.

If the set maquette, paint elevations, costume sketches etc. are left at the Theatre after opening night, after a period of three months these design elements become the property of the Theatre to deal with as they see fit.

6. The Designer agrees that the ground plan and section for both Preliminary and Completed Designs will be in the scale as specified in the body of the Design Engagement Contract. All other drawings will be at the discretion of the Designer.

**VI. The Theatre Agrees:**

1. To provide the theatre and production information to the Designer at the time of contracting. In the case of co-productions/joint productions, the originating Theatre will provide this information for all venues at the time of contracting.
2. In a co-production/joint production, the originating Theatre shall be responsible for the timely flow of all production information to all other Theatres and to the Designer during all phases of the project. The Designated Theatre Representative of the originating Theatre shall be the Designer's primary contact for all subsequent venues.

3. When more than one Designer is involved in a production, to ensure that communication occurs among all contracted Designers prior to the acceptance of any one Preliminary Design, and to supply design information to other Designers as requested.
4. To ensure the satisfactory realization and maintenance of the Production as designed by the Designer according to the standards of the Theatre, in consideration of the human, financial and physical resources of the Theatre, subject to the budgetary limitations as stipulated in the Agreement, and to consult the Designer in the choice of outside contractors, agencies, or additional staff who will be realizing the designs.
5. That in the event that credit is given to the Director of the Production in any subsequent publication of the script/work, then similar credit shall be given to the Designer in such publication, provided that such publication is within the control of the Theatre.
6. That where the Theatre has editorial responsibility or control, the Designer shall be given credit on any cast album of the Production.
7. The Designer shall receive billing in the program on the title page, cast page, or with placement substantially comparable to such in the customary order of Set, Costume, Lighting, Projection and Sound. The Designer's name shall appear on the same page and no less than 2/3rd the size of the director's name. Where the Theatre uses marquee billing, and any member of the creative team other than the author(s) is credited, the Designer shall be included, in comparable size to other members of the creative team. Notwithstanding this, the Designer has the right to negotiate specifics of billing such as size and placement, relative to other members of the creative team.

Billing for the Designer shall be included on the Theatre's website. The Designer must be credited when any element of the designs are used in any online promotion. The Theatre may only exclude Designers from online content in circumstances where space does not permit and the design is not represented. At the Theatre's discretion, additional billing may be provided in print marketing and promotional materials.

From the time of signing the Design Engagement Contract, the Theatre shall include the names of all contracted Designers in any and all media releases. A copy of the media release will be forwarded to the Designer.

Where a biography and/or photograph, other than that of the author(s) appears, the Theatre shall include a biography and/or photograph of the Designers. Biographical and photo material will be submitted by the Designer to the Theatre at the time of signing the Design Engagement Contract. The Designer shall have the right of approval of biographical materials for the program, souvenir program and online content. Approval must be in writing and shall not be unreasonably withheld. Biographical materials not approved within 48 hours of its submission to the Designer shall be considered approved. The Theatre reserves the right to limit the word count of biographies used in programs and/or souvenir programs and online content.

Notwithstanding this the Designer has the right to negotiate additional billing in newspaper, magazine, television, online, and radio ads.

8. In the case of an error in the fulfillment of the Billing clause, the Theatre will pay the Designer a penalty of 1% of the design fee per week or part thereof, and .5% of the design fee for each day thereafter, calculation and payment commencing with week of receipt of written notice by the Theatre's representative and continuing until the error is rectified, or the close of the production. Exempted from this provision shall be posters on unpaid locations, and printed season or subscription brochures (but not season or subscription information posted on the Theatre's website).
9. To provide a complimentary ticket for all previews and two complimentary tickets for the Official Opening.
10. That the total original designs, drawings, models, plans and specifications prepared pursuant to this Agreement shall at all times be and remain the property of the Designer unless otherwise negotiated. The Theatre agrees to take responsibility for the care of the designs, drawings, models, plans and specifications while in its possession or that of its agents, up to ninety (90) days following the Official Opening.

11. Not to alter, nor to permit anyone under its control to alter, the Approved Designs as provided by the Designer for the said Production either before or after the opening performance without the express approval of the Designer. In the event that the Theatre makes substantial changes to the Approved Designs without the Designer's consent or in the event that the Theatre requires substantial changes which the Designer is not willing to implement, the Designer shall have the right to withdraw their name from the Production. Such withdrawal of the Designer's name shall not constitute a waiver of the Designer's right to full payment for services provided under this Agreement. In the event of the withdrawal of the Designer's name from the Production, the Theatre shall forthwith cause the Designer's name to be removed from all handwritten bills and posters, both inside and outside the premises of the Production's venue(s), and from all subsequent printed matter on which the Designer's name would otherwise appear.
12. That photographic calls prior to the Opening Performance involving sets, costumes, properties, special effects and/or lighting shall be made in consultation with the Designer, with respect to those elements. The Designer shall have the right to request limited use of photographs which the Designer believes present their design elements in a manner detrimental to the Designer's reputation.
13. To take, as part of the photographic call, photographs of sets, costumes, projections and lighting. These photographs will be made available to the Designer. In the absence of a photo call, or that design elements are incomplete at the time of the photo call, the Designer may arrange with the Theatre to take photos of the production at no additional cost to the Theatre.
14. For the purposes of this clause, recording refers to the capture of material including moving or still images, video and audio recordings by any available means.

This clause refers to the promotion of the Designer's work, through the sharing or publication of recorded material, by any common channel of dissemination by which materials may be publicly viewed or heard, eg. print, television broadcast, internet, digital media storage and compact devices etc. Where the Theatre is empowered to do so, and at the request of the Designer and with the consent of all other Artists whose artistic contribution to the production is represented in the recorded material, the Theatre may agree to provide:

- A copy of up to 5 minutes of video recording to a Designer for their own individual souvenir or promotional use for a period of 12 months from the opening of the production.
- A copy of a production photograph or photographs to the Designer for their own individual souvenir or promotional use.
- A copy of a longer promotional recording should the Theatre decide to produce this recording. Duration of use to be discussed at that time.

The Theatre shall not be responsible for any subsequent misuse of the material, either by the Designer or a third party use of the material sourced from the Designer for any uses. The Theatre shall be responsible for securing the appropriate written permissions from all Artists.

15. To provide the Designer with safe and sanitary places of engagement in keeping with health and safety standards established by the province or territory in which it is located.
16. If, at the Theatre's request, the Designer has traveled overnight, there must be at least four (4) hours between the time of arrival at the point of origin and the call to work.

The Designer is not required to work and travel on the same day, unless otherwise negotiated between the Designer and the Theatre.

In the case that the Designer agrees to work on the travel day, they will not be required to report to the Theatre for a minimum of 4 hours from their arrival in the Point of Origin.

17. That the designer must be given the opportunity to take appropriate breaks throughout the work day. On workdays exceeding ten hours in span, the Theatre will ensure the designer receives at least one substantive meal break.
18. PACT Theatres will make their best efforts to inform ADC Designers of the Theatre's discounted tickets policies and will provide ADC members with access to tickets under those policies, subject to ticket availability, and inclusive of the Theatres' standard discounted ticket policies.

## **VII. Production Budget**

1. It is understood and agreed that the Director and production staff shall be informed of the budget figures set out in this agreement, and should any of these figures be revised, the Director, the Designer and other relevant parties shall be notified as to the changes in a timely manner.
2. It is understood that the Designer will conceive and develop the designs not only in consideration of the needs of the production but also in consideration of the human, financial and physical resources of the Theatre as described under "Scope and Scale" in the Design Engagement Contract and as communicated by the Theatre to the Director. Notwithstanding the above, it is understood that the final responsibility for the labour and material estimates rests with the Theatre, and the Designer agrees to alter their designs if approval has not been given.
3. It is understood that the Designer will submit Preliminary Designs which they reasonably expect can be executed within the estimates provided in the Budget Section of the Agreement. Notwithstanding the above, it is understood that the final responsibility for the labour and material estimates rests with the Theatre, and the Designer agrees to re-design or alter their designs if approval has not been given.
4. It is understood and agreed that regular Production expenditure statements will be made available to the Designer upon request.

## **VIII. Joint Production**

For the purposes of this Agreement, a "Joint Production" is one jointly produced by the Theatre and one or more partners which is intended to be presented at one or more venues. In cases where one or more of the partners are not PACT members, the Theatre acts as the originating producer by engaging the Designer under the terms and conditions of this Agreement.

All performance venues, performance dates or tentative dates and producers must be made known to the Designer and specified in writing as part of the Design Engagement Contract.

All terms of compensation for the entire run of the Joint Production shall be set forth in the Design Engagement Contract shall be compensated as follows:

The Designer shall negotiate a fee for the first venue, which shall be no less than the minimum for the highest Category Theatre participating in the Joint Production.

The designer shall also receive royalties for use of their design at the second and subsequent venues, which royalties will be no less than 1% of the Original Fee per paid performance.

If, after the first public performance, any additional work is required at the first venue or to accommodate any subsequent venue, the Designer shall be offered the opportunity to perform such work and shall be paid a daily fee as negotiated.

The Designer and the Co-Producers may, at the signing of the Design Engagement Contract, approve the engagement of a substitute for the Designer in subsequent venues for the specified dates.

If dates change, any work or revision will be subject to Designer or substitute availability. In a Joint Production, unless otherwise agreed in writing, the originating PACT Theatre is responsible for providing the Designer(s) with production information for all venues.

In a Joint Production, unless otherwise agreed in writing, the originating PACT Theatre is responsible for the timely flow of all production information to all other producers and to the Designer during all phases of the project and the Theatre's Designated Representative shall be the Designer's primary contact for all subsequent venues, unless otherwise agreed.



## **IX. Professional Fees**

It is agreed that the Professional Fees are with respect to the Designer's creative contribution to the production, the conception of the design and the work associated with the execution of the design, including but not limited to drawings, sketches, maquettes, plans, specifications, supervision of shopping and consultation and/or supervision of the execution of the designs work by production staff or contractors.

### **Production Information**

It is agreed that the Designer must be informed regarding the following prior to agreeing to design a Production and/or negotiating a fee for design services:

- The name of the Director or Choreographer or Musical Director or person otherwise designated as the leader of the Creative Team;
- The nature of the Production as envisioned by the Theatre and the Director or person otherwise designated as the leader of the Creative Team;
- Any other requirements of the Production;
- Details of the proposed Production budgetary allocations;
- Details of technical and production equipment and services allocated to the Production;
- Planned Production schedules;
- Special requests with respect to scenic models, costume sketches, production and technical drawings;
- Plans for crewing of the proposed Production;
- Proposed length of run of the Production;
- Venue name and Category as per the CTA;
- And any particular and relevant artistic policies of the Theatre.

Subsequent to the engagement of the Designer, the Designer will be informed at the earliest possible opportunity of all major changes in creative personnel, Production and rehearsal schedules, major casting, budgets, scenery, lighting, costuming and sound.

In the event that, after the Preliminary Designs have been approved, there are changes to the script and/or concept and/or budget of the Production which go beyond the normal modifications and additions which are understood at the date of signing to be part of the creative process and for which the Theatre requires re-Design or additional designs, the Theatre shall pay to the Designer additional compensation for each and every day required to complete the modifications and/or new designs.

In the event that, after the Completed Designs have been approved by the Theatre, there are changes to the script and/or concept and/or budget of the Production which go beyond the normal modifications and additions which are understood at the date of signing to be part of the creative process or the Theatre requests additional designs, drawings or additional time, other than that needed for the execution of the Completed Design, the Theatre shall pay to the Designer additional compensation for each and every day required to complete the modifications and/or new designs.

## **X. Definitions**

### **General Definitions:**

“THEATRE” is defined as the PACT member with which the Designer negotiates the terms and conditions of the design engagement.

“THEATRE’S DESIGNATED REPRESENTATIVE” is defined as the Theatre’s employee who is the Designer’s primary contact. In a co-production, the Designated Theatre Representative of the originating Theatre shall be the Designer’s primary contact for all subsequent venues.

“JOINT PRODUCTION” is defined as one produced by the Theatre and one or more partners which is intended to be presented at one or more venues. In cases where one or more of the partners are not PACT members, the Theatre acts as the originating producer by engaging the Designer under the terms and conditions of this Agreement.

“POINT OF ORIGIN” is defined as the municipality where the Theatre has its facilities and shall be designated on the face of the Design Engagement Contract.

“REVIVAL” is defined as any subsequent mounting of the Production by the Theatre that includes the use of the Design.

“RESIDENCY” is defined as the specified period or periods of time, as outlined in Schedule 1, in which the Designer agrees to be in attendance in the Theatre’s Point of Origin as required to ensure that their concepts are realized in accordance with the Approved Design. During this time, the Designer agrees that the Production takes priority over other work.

### **Set Definitions:**

“SET” as used in this Agreement shall include but not be limited to: the design of the performance space, together with its surface treatment, masking, properties, including hand properties (but not including costume accessories), furniture, set dressing, visible transitions, projected images and special effects related thereto.

“PRELIMINARY SET DESIGN” is defined as including scale floor plan(s) with measurements, preliminary properties and set dressing list, and at least two (2) of the following:

1. Perspective sketch(es) or front elevation sketch(es)
2. Unpainted scale model(s)
3. Preliminary scale elevations showing proportion and size.

In any case, the following information shall be supplied: options of general construction methods; special materials or surface treatments; mechanical devices or application requirements, if any; a list of special effects; and sufficient other information as determined by the Theatre to reasonably estimate costs, on the understanding that the Preliminary Designs reflect the discussions among the Designer, the Director and the Theatre.

“COMPLETED SET DESIGN” is defined as including coloured rendering(s) and/or working scale model(s), accurate scale floor plan(s) section(s) and elevations, basic technical drawings detailing all scenic elements including proposed storage, painting elevations or equivalent, lists of all known properties and set dressing, with illustrations indicating colour and dimensions, details of special effects and any additional details pertaining to overall design sufficient for detailed costing and realization.

“APPROVED SET DESIGN” is defined as the Completed Design with all modifications and changes made to the satisfaction of the Director, Theatre and the Designer and which have been initialed and dated by the Parties hereto. Commencement of construction or implementation of any portion of the design shall also be defined as approval of that portion of the design.

“THEATRE AND PRODUCTION INFORMATION” is defined as:

#### **SETS:**

- Up-to-date, accurate scale plan and section of stage, seating areas and ceiling profile (where available), including all extreme sightlines, for all venues. The scale of such information will be specified in the body of the Design Engagement Contract. In the case of co-productions, all information shall be in the specified scale;

- Technical data of venue(s) including, but not limited to, permanently assigned line sets, hard and soft goods inventory and floor type;
- Information regarding the costs of common materials locally available and the human, financial and physical resources of the Theatre..

**PROPERTIES:**

- Information regarding materials, applicable stock, and the human, financial and physical resources of the Theatre .

**Costume Definitions:**

“COSTUME” as used in this Agreement, shall include but not be limited to: all clothing worn by all performers, whether designed, found or selected by the Designer; all hairstyles, facial hair, wigs, etc.; makeup and special costume effects; all accessories, headgear, gloves, footwear, etc.; and the functioning of these elements in performance, including quick changes.

“PRELIMINARY COSTUME DESIGN” is defined as including a full costume plot indicating the number of costumes per character, known quick changes, any special treatment, or fabrication requirements not common to standard costume construction, and visual representations to indicate style and shape with sufficient detail as determined by the Theatre to reasonably estimate costs, on the understanding that the Preliminary Designs reflect discussions amongst the Designer, the Director and the Theatre.

“COMPLETED COSTUME DESIGN” is defined as including full sketches of each and every costume and costume accessory required for the Production, colour information, specific working drawings for extraordinary or complex costuming requirements and known quick changes, fabric swatches and/or texture specifications and wig or hair sketches showing profile, front and back views and colour information as required for detailed costing and realization.

“PRELIMINARY DESIGN APPROVAL” is defined as that approval which follows the Theatre’s preliminary cost estimates and shall be taken as confirmation that the Preliminary Design is accepted by the Theatre and the Director, with regard to budgetary and artistic considerations. Should modification or change of the Preliminary Design concept be required to achieve approval, the Designer will modify or re-design, submitting revised work in Preliminary Design form, as above. Approval shall be in memo form from the Theatre and shall be copied to the Director. No further work on the design shall be undertaken until such approval has been given. Approval is, in effect, an instruction to the Designer to proceed to the Completed Design stage.

“APPROVED COSTUME DESIGN” is defined as the Completed Design with all modifications and changes made to the satisfaction of the Director, Theatre and the Designer and which have been initialed and dated by the Parties hereto. Commencement of construction or implementation of any portion of the design shall also be defined as approval of that portion of the design.

“THEATRE AND PRODUCTION INFORMATION” is defined as:

**COSTUMES:**

- Current cast list with measurements and, if possible, photos;
- Information regarding the costs of common materials locally available, applicable stock, and the human, financial and physical resources of the Theatre.

**PROPERTIES:**

- Information regarding materials, applicable stock, and the human, financial and physical resources of the Theatre.

**Lighting Definitions:**

“LIGHTING” as used in this Agreement, shall include but not be limited to: the selection of the direction, colour and intensity of light to be used in the Production and the placement and duration of all light cues and effects to be used in the Production.

“PRELIMINARY LIGHTING DESIGN” is defined as including a description of the basic lighting approach, a rough inventory of equipment, special rigging, general specifications of any special lighting effects and sufficient further information which is required as determined by the Theatre to reasonably estimate costs with the understanding that the Preliminary Design reflects the discussions among the Designer(s), the Director and the Theatre.

“COMPLETED LIGHTING DESIGN” is defined as including all plots, schedules, specifications and working drawings that the Theatre requires for detailed costing and execution of the Design.

“APPROVED LIGHTING DESIGN” is defined as the Total lighting for the Production and all pertinent documentation required for the execution of same, to the satisfaction of the Designer, the Director and the Theatre. In any case, approval is deemed to have been reached at the completion of the Opening Performance or the date of completion of the Designer’s residency period, whichever comes first.

“THEATRE AND PRODUCTION INFORMATION” is defined as:

- Up-to-date, accurate scale plan and section of stage, set design drawings, seating areas and ceiling profile (where available), for all venues, indicating permanent lighting equipment hanging positions, permanently assigned line sets and circuit outlets. The scale of such information will be as specified in the body of the Design Engagement Contract. In the case of joint productions, all information shall be in the specified scale;
- Up-to-date description of lighting equipment including lighting equipment, cable, control, preferred colour brands and stock availability.

**Projection Definitions:**

“PROJECTION” shall include but not be limited to: the selection of the location, orientation, type and quality of electronically reproduced and/or enhanced visual media and/or the visual projection equipment to be used in the Production and the placement and duration of all visual media cues and effects to be used in the Production, in consultation with the Director and other designers.

“PROJECTION DESIGN” as used in this agreement shall include, but not be limited to, the creation, adaptation and/or integration of projections and/or projection equipment or systems(s) to be used in the Production.

“PRELIMINARY PROJECTION DESIGN” is defined as sufficient information in written and/or graphic format to include but not limited to required equipment, imagery, copyright requirements, scope of work, and sufficient information as required by the Theatre’s Designated Representative to reasonably estimate costs. It is understood that the Preliminary Design reflects the discussions among the Designer(s), the Director and the Theatre’s Designated Representative.

“COMPLETED PROJECTION DESIGN” is defined as including but not limited to all plots, paperwork, specifications, working drawings, details of projections and system(s) and copyright requirements that the Theatre’s Designated Representative needs for detailed costing and execution of the Design.

“APPROVED PROJECTION DESIGN” is defined as the projections and system(s) for the production, including but not limited to the cues, transitions and all pertinent documentation required for the execution of the design, to the satisfaction of the Designer, the appropriate artistic collaborators, and the Theatre. In any case, approval is deemed to have been reached at the completion of the Opening Performance or the date of completion of the Designer’s residency period, whichever occurs first.

“THEATRE AND PRODUCTION INFORMATION” is defined as:

- Up-to-date, accurate scale plan and section of stage and the set design, seating areas and ceiling profile (where available), for all venues, with an indication of the location of any scenery or lighting elements that might affect the projection design to the extent that such information is necessary for creating and implementing the projection design. The scale of such information will be specified in the body of the Design Engagement Contract. In the case of joint productions, all information shall be in the specified scale;

- Information regarding expected control and delivery system(s); equipment to be used for the projection design (technical specifications, preferred location in venue, available inventory or rental budget); and the human, financial and physical resources of the theatre.
- To provide cost estimates regarding implementing the proposed Design in sufficient time to allow the Projection Designer to make any changes to the Design.

### **Sound Definitions:**

“SOUND” shall include but not be limited to: the selection of the location, orientation, type and quality of electronically reproduced and enhanced sound and sound equipment to be used in the Production and the placement and duration of all sound cues and aural effects to be used in the Production, in consultation with the Director and the Composer, if any.

“PRELIMINARY SOUND DESIGN” is defined as including a description of the basic approach to the use of sound in the Production, a rough inventory of equipment, special rigging, general specifications of any special sound effect devices, pre-production and recording requirements and sufficient further information which is required as determined by the Theatre to reasonably estimate costs with the understanding that the Preliminary Design Requirements reflect the discussions among the Designer(s), the Director, the Composer (if any) and the Theatre.

“COMPLETED SOUND DESIGN” is defined as including all plots, schedules, specifications, working drawings and tracking sheets, spare parts availability and system performance standards, as set out below that the Theatre requires for detailed costing and execution of the Design.

“APPROVED SOUND DESIGN” is defined as the total electronically reproduced and enhanced sound of the Production and all pertinent documentation required for the execution of same, to the satisfaction of the Designer, the Director, the Composer (if any) and the Theatre. In any case, approval is deemed to have been reached at the completion of the Opening Performance or the date of completion of the Designer’s residency period, whichever occurs first.

“THEATRE AND PRODUCTION INFORMATION” is defined as:

- Up-to-date, accurate scale plan and section of the stage, seating areas and ceiling profile for all venues indicating permanent loudspeaker positions, line level patch points, microphone level patch points, speaker level patch points and permanently assigned line sets. The scale of such information will be as specified in the body of the Design Engagement Contract. In the case of joint productions, all information shall be in the specified scale;
- Detailed system signal flow or block diagram showing installed equipment as well as all inputs, outputs and patch points available.
- Up-to-date description of audio equipment including playback devices, microphones, cable, consoles, processors (delays, EQ’s, crossovers, compressors/gates, reverbs etc.), amplifiers and loudspeakers.

## **XI. Set Design**

### **A) THE DESIGNER AGREES**

1. To provide a Set Design which corresponds with the physical layout of the venue(s) and the needs and budget of the Production, such needs having been defined in discussions with the Director, the other Designers and the Theatre.
2. To supply a colour sketch and/or painted working scale model of each set.
3. To co-ordinate and direct the realization of the set(s), in direct communication with the Technical Supervisor, Production Manager, Director, or with any other agent as appointed by the Theatre.

4. To supply the Theatre with all plans and specifications, sketches, colour samples and detail of surface textures required by the Theatre for estimation of costs for the construction and painting of the set(s).
5. To supply the Theatre with all plans and specifications required by the Theatre for estimation of cost and/or acquisition and/or construction of all properties, furniture and set decorations.
6. To design and/or supervise special scenic effects in consultation with the other Designers and the Theatre.
7. To select or supervise the selection of all set(s) and properties which are borrowed, rented, purchased, or selected from stock.

**B) THE THEATRE AGREES**

1. That the Theatre shall retain the right to dispose of materials used in the construction of the set(s) for the Production, but undertakes to ensure that the complete set(s) shall not be re-used, or sold, rented, loaned or given to another Party for use in another production in the form used pursuant to the Agreement without the prior written consent of the Designer.
2. That, in the event that any of the provisions of the above clause are perceived to have been violated, the joint standing and mediation procedure herein shall be invoked to establish the extent of violation and the penalty. If it is deemed a violation has occurred and a penalty is charged, the Theatre shall pay such penalty.

**XII. Costume Design**

**A) THE DESIGNER AGREES**

1. To design, or supervise the selection of the costumes which correspond with the needs and budget of the Production, such needs having been defined in discussions with the Director, the other Designers and the Theatre.
2. To supply Preliminary Designs and Completed Designs as required for the estimation of cost and construction of all costumes.
3. To co-ordinate and direct the realization of the costume(s) in direct communications with the Wardrobe Supervisor, Production Manager, Director, or with any other agent as appointed by the Theatre.
4. To supervise all shopping and be available as herein defined for shopping.
5. To supervise the selection of costumes, or parts thereof, which are borrowed, rented, purchased, or selected from the Theatre stock or performers' personal wardrobe.
6. To be responsible for the supervision of all necessary fittings and alterations, these fittings to be scheduled by the Theatre at mutually agreed upon times and locations.
7. To design, select and/or supervise the selection of all accessories, headgear, gloves, footwear, hose, purses, jewellery, umbrellas, canes, fans, masks, etc.
8. To supervise and/or design makeup and hairstyling and to design, select and/or supervise the selection of wigs, hairpieces, moustaches and beards and to provide sketches showing profile, front and back views with colour information as required by the Theatre.

**B) THE THEATRE AGREES**

1. That the Designer shall be given the opportunity to see each individual for whom costumes have been designed for at least one preliminary and one final individual fitting prior to the first dress rehearsal or photo call, whichever occurs first.
2. That the Theatre shall retain the right to dispose of materials used in the construction of the costumes for the Production, but undertakes to ensure that the costume(s) will not be reused or sold, rented, loaned or given to another party for use in another production in the form used pursuant to this Agreement without the prior written consent of the Designer. The provisions of

this clause are not intended to inhibit the current industry practice concerning the loaning of individual costumes from one Theatre to another across the country.

3. That, in the case of all cast replacements (including emergencies), the Theatre will use its best efforts to ensure that the Designer's original costume design is used and the Theatre shall endeavour to contact the Designer.
4. That, in the event that any of the provisions of the above clause are perceived to have been violated, the joint standing and mediation procedure herein shall be invoked to establish the extent of violation and the penalty. If it is deemed a violation has occurred and a penalty is charged, the Theatre shall pay such penalty.

### **XIII. Lighting Design**

#### **A) THE DESIGNER AGREES**

1. To design the lighting to correspond with the needs and budget of the Production, such needs having been defined in discussions with the Director, the other Designers and the Theatre.
2. To coordinate and direct the realization of the Lighting in direct communication with the Head Electrician, Production Manager, Director, or with any other agent as appointed by the Theatre.
3. To provide: a hanging plot drawn to scale showing type and position of all lighting equipment, lighting equipment and hookup schedules, full equipment list, additional schedules, specifications and working drawings for colour media, special effects and other items necessary for realization of the Lighting.
4. To maximize the use of the inventory of equipment and colour provided by the Theatre. Any additional equipment or colour is to be approved in advance by the Theatre.
5. To attend rehearsals as necessary and at least one run-through prior to the first light cueing session.
6. To develop an outline of the cueing format with the Director.
7. To supervise the electrical set-up, to direct the focus of all lighting equipment and their related hook-up.
8. To set and record the lighting cues and to supervise the execution and operation of the Lighting during technical and dress rehearsals and the first public performance.
9. To be available for consultation until the Official Opening performance of the Production.
10. To provide updated plots, schedules and cues descriptions of the Approved Design.
11. To design and/or supervise special effects including projections, gobos, visible transitions and all practical electrics, in consultation with the other Designers, the Director and the Theatre.

#### **B) THE THEATRE AGREES**

1. To provide, for cueing sessions, a painted and roughly-dressed set, available costumes or equivalent and a "light-walker" who, if possible, is familiar with the blocking.
2. That, in the event that any of the provisions of the above clause are perceived to have been violated, the joint standing and mediation procedure herein shall be invoked to establish the extent of violation and the penalty. If it is deemed a violation has occurred and a penalty is charged, the Theatre shall pay such penalty.

### **XIV. Projection Design**

#### **Preamble**

The decision to add a separate projection design contract shall be made at the discretion of the Theatre in consultation with the appropriate Artistic collaborator(s).

This does not exclude the Set or Lighting Designer from or force the Set or Lighting Designer to include projection design in their contract.

A) THE DESIGNER AGREES

1. To design the projections to correspond with the needs and budget of the production, such needs having been defined in discussions with the Director, the other Designers and the Theatre
2. To be responsible to supply the projections to be used in the Presentation based on consultation with other members of the Creative Team.
3. To provide: a list of recommended projection equipment and system(s); information regarding final projector locations, an outline of the cueing, prepared in consultation with the appropriate artistic collaborators; and any other information related to the successful realization of the Projection Design, including but not limited to the images, sources of images and related copyright requirements.
4. To provide the above information as per the Design Engagement Contract (Schedule 7).
5. To coordinate and direct the realization of the Projection Design in direct communication with the Director, Production Manager, Technical Director, and/or Theatre's Designated Representative.
6. That should additional services and or equipment be required, including but not limited to camera operation and editing services, beyond the scope of the Completed Projection Design, a separate rider shall be negotiated between the Theatre and the Designer.
7. To attend rehearsals as necessary and at least one run-through prior to the first projection cueing session.
8. To supervise the set-up of the projection system(s).
9. To set the projection cues and to supervise the execution and operation of the Projection Design during technical and dress rehearsals through to the opening performance or the date of the completion of designer's residency period whichever occurs first.
10. To be available for consultation until the Official Opening performance of the Production.
11. To provide updated plots, schedules and cues descriptions of the Approved Design.

B) THE THEATRE AGREES

1. To provide timely information about the venue, and any physical constraints.
2. To provide cost estimates regarding implementing the proposed Design as per Schedule 1.
3. In consultation with the Designer, to source specialized services and equipment including but not limited to cameras, editing equipment and camera operators as required by the Projection Design.
4. To be responsible for all costs related to the creation and execution of the Approved Projection Design
5. To accept sole legal and financial responsibility to secure rights and clearance from the copyright holder to use any third party materials in the creation of the Projection Design. The Producer agrees to hold the Designer harmless in any questions of copyright infringement where the Designer has provided the Producer with details of use of the items in question.



6. To reimburse the Designer, upon the presentation and approval of receipts, for out-of-pocket expenses related to the Production, including, but not limited to: media storage, photocopies, printing, long distance telephone charges, materials and services, as agreed in the Design Engagement Contract.
7. To provide adequate time in the technical set-up and rehearsal process for the installation, testing, cuing and integration of all projection design elements into the Production based on the needs of the Production as established in conjunction with the Projection Designer, the Director and other members of the Creative Team.
8. To provide for cueing sessions, a painted and roughly-dressed set, available costumes or equivalent and a “walker” who, if possible, is familiar with the blocking.
9. That the Theatre shall retain the right to dispose of materials used in the construction of the projection design for the production, but undertakes to ensure that the complete projection design shall not be re-used, or sold, rented, loaned or given to another Party for use in another production in the form used pursuant to the Agreement without prior written consent of the Designer.

## **XV. Sound Design**

### **A) THE DESIGNER AGREES**

1. To design the Sound to correspond with the needs and budget of the Production, such needs having been defined in discussions with the Director, the other Designers, the Composer (if any) and the Theatre.
2. To coordinate and direct the realization of the Sound in direct communication with the Head of the Sound Crew, Production Manager, Director, Stage Manager, Composer, or with any other agent as appointed by the Theatre.
3. To provide: a loudspeaker and microphone location plot showing type and position of all components and patching schedules, system signal flow block diagrams, full equipment list, special effects and other items necessary for realization of the Sound.
4. To maximize the use of the inventory of equipment and components provided by the Theatre. The purchase or rental of any additional equipment or component is to be approved in advance by the Theatre.
5. To attend rehearsals as necessary and at least one run-through prior to the first sound cuing session.
6. To develop an outline of the cue sequence with the Director and Composer (if any).
7. To supervise the system set-up in the Theatre, to direct the system testing and adjustment and its related patching and interconnection.
8. To supervise the pre-production and recording of all original music and sound effects.
9. To supply the Theatre with sufficient information regarding any material for which performance clearances for copyrighted material may be needed so the Theatre may obtain all necessary licensing agreements.
10. In conjunction with the Composer (if any), and the Theatre, to create the final audio content in a mutually-agreeable format.
11. To set the sound cues and to supervise the execution and operation of the Sound during sound cueing sessions, technical and dress rehearsals and the first public performance. To be available for

consultation until the opening performance of the Production.

12. To provide updated plots, schedules and cue descriptions of the Approved Design as required.
13. To design and/or supervise special effects including special loudspeakers or microphones on the set or in the Theatre in consultation with the other Designers, the Director, the Composer (if any) and the Theatre.

**B) THE THEATRE AGREES**

1. To provide accurate and up-to-date: scale plan and section of the venue(s) stage area and audience seating areas, equipment lists and technical data including a “scale plan” locating all permanently installed sound circuits and mounting positions.
2. To provide accurate and up-to-date: equipment manuals for all sound equipment in the venue(s) and a detailed system signal flow or block diagram showing existing installed equipment as well as all inputs, outputs and patch points available.
3. To provide an up-to-date cast list in the case of a reinforced musical.
4. To keep all sound equipment in good repair and reliable, serviceable condition.
5. For the cuing and if possible system tuning sessions to provide the majority of the set as it is expected to be during actual performances.
6. To provide a rehearsal script or a working draft or an outline indicating the parameters of the design in a timely manner. In the case of a reinforced musical the script must be clearly legible and preferably available in an editable digital format.
7. When provided with the necessary information by The Designer, to arrange for performance clearances of all copyrighted material (including music) and to complete all necessary royalty agreements.
8. That, in the event that any of the provisions of the above clauses are perceived to have been violated, the joint standing and mediation procedure herein shall be invoked to establish the extent of violation and the penalty. If it is deemed a violation has occurred and a penalty is charged, the Theatre shall pay such penalty.
9. That the Theatre shall retain the right to dispose of materials used in the construction of the soundscape(s) for the production, but undertakes to ensure that the complete soundscape(s) shall not be re-used, or sold, rented, loaned or given to another Party for use in another production in the form used pursuant to the Agreement without the prior written consent of the Designer

**XVI. Dispute Resolution Process**

When a Designer and a Theatre are in disagreement concerning the interpretation or application of the Agreement, the parties are encouraged to attempt to resolve the issue between them. If the Designer and the Theatre cannot reach a resolution, either of the parties may send the other party written notice describing the failure or breach and the actions necessary to resolve it. The Theatre or the Designer in receipt of this letter will have five (5) business days to resolve the matter or, if there continues to be a disagreement, give a written response explaining their position.

If the parties cannot reach a resolution, either party may approach its association with the details of the dispute. Within two (2) business days of receiving notification, the Executive Director of PACT and the Director of Membership Services & Communications of ADC or their designated representatives shall attempt, with the parties, to reach a resolution.

When the parties continue to be in disagreement, either of the parties may request of the other, in writing, a meeting to discuss this disagreement. Copies of such letters of notification shall be sent concurrently to both the Associated Designers of Canada and the Professional Association of Canadian Theatres offices. Both parties shall meet within fourteen (14) days of such a request being received, or a mutually agreed upon date. Such a meeting could occur by conference call, if travel is impossible.

At such a meeting, either party may have whomsoever they wish in attendance, provided that each party is represented by an equal number, such number to be mutually agreed upon by the parties. At such a meeting, both parties shall endeavour to settle the disagreement amicably.

Following this, if the matter is not resolved to the satisfaction of either party, either party shall within fourteen (14) days inform the Associated Designers of Canada and the Professional Association of Canadian Theatres, in writing, of its desire to present the matter to the Associated Designers of Canada/Professional Association of Canadian Theatres Joint Standing Committee.

A meeting of this Committee shall be arranged within fourteen (14) days of filing the request for the meeting. The Theatre and the Designer shall submit their respective positions, in writing, to the Joint Standing Committee at least seven (7) days prior to the meeting. Every meeting of the Joint Standing Committee will begin with a review of the process. The Committee shall hear the dispute and shall have the right to call such witnesses or obtain such evidence as it deems necessary. The Committee may only sit if an equal number of Associated Designers of Canada and Professional Association of Canadian Theatres representatives are present, a minimum of three (3) from each association, and if the same individual representatives are present throughout the deliberations. The Executive Director of PACT and the Director of Membership Services & Communications of ADC, or their designated representatives, must attend each meeting of the Committee. They shall have voice but no vote.

#### *Training of the Joint Standing Committee*

ADC and PACT shall undertake a joint information session for all of the Joint Standing Committee members. The information session shall include presentations from PACT and ADC. PACT and ADC may mutually agree to include legal counsel or other individuals with appropriate expertise to help facilitate this joint training session. The session will focus on: the Joint Standing process; the intent and purpose of the Joint Standing Committee to resolve disputes in an appropriate and timely fashion; the relative value and importance of historical applications of the Agreement; the spirit and intent of past negotiations and the value of decisions and rulings from past disputes of a similar nature. Only ADC and PACT members who have participated in this or an equivalent information session shall participate in a dispute resolution.

A sufficient number of members (a minimum of six) from each organization will be trained to ensure that there are always members available to convene the Joint Standing Committee where and when required. All trainees will serve on the Joint Standing Committee for the full term of this Agreement.

#### *Chairperson*

The selection of the Chairperson shall be made by ADC and PACT on an alternating basis prior to each meeting. The first selection of each term of the Agreement shall be made by coin toss. The Chairperson shall be one of the members of the Joint Standing Committee in attendance.

After the commencement of the meeting, the Chairperson shall be responsible to ensure that all members present are familiar with and understand their duty to the Joint Standing Committee as established in this Agreement and through the joint information session.

All speakers are to be recognized by the Chairperson. The Chairperson has the usual prerogatives for directing the proceedings.

#### *Declaration of Conflict of Interest*

All members of the Joint Standing Committee must declare any potential conflict of interest in a particular dispute and an alternate member must be appointed.

### *Location and Scheduling of Meetings*

Meetings of the Joint Standing Committee shall be scheduled so as to balance the need for a timely decision and to accommodate the schedules of the individual Committee members.

The location of the meeting shall be determined by the two associations in consultation with their members.

### *Attendance*

The Committee, Executive Director of PACT and Director of Membership Services & Communications of ADC or designated representatives must be present at all times.

The Theatre and Designer representatives may be present during the presentations, rebuttals, testimony by witnesses, questions and closing statements. Witnesses may be present for their testimony only.

### *Voting*

The manner of voting shall be determined by consensus of the Committee, and in the absence of consensus shall be conducted by secret ballot.

### *Presentation to the Joint Standing Committee*

Each association may assist its member to prepare for the meeting in outlining the matter in dispute and the resolution sought. The order of presentations shall be decided by the Joint Standing Committee.

After the presentation by the first party the Joint Standing Committee will hear the presentation of the second party and any rebuttal of the first presentation followed by a rebuttal by the first party of the second presentation. No new information, arguments or issues may be contained in the rebuttals.

Following the presentations as outlined above, there shall be an open discussion of the matter in dispute and during which the members of the Committee and the representatives from the Theatre, the Designer, and the associations may ask questions of each other at the discretion of the Chairperson.

The meeting will be declared in camera by unanimous vote of the Committee once all witnesses have been heard and both parties have been given an opportunity to make a final argument if they so wish.

The Committee shall be empowered to attempt to reach a compromise between the parties or to find for either party by majority decision. The Committee shall submit any compromise or decision, in writing, to the Professional Association of Canadian Theatres and the Associated Designers of Canada. Such compromise or decision shall be final and binding on both parties. The Committee shall try to resolve the issue at the original meeting; however the Committee may, by majority vote, decide to hold further meetings or hearings on a particular dispute.

Should the Joint Standing Committee find for either party it shall have authority to direct payment, including interest and costs where applicable to such party, retroactively if necessary, in the amount and to the extent that the Joint Standing Committee considers necessary in its decision to render said party proper redress. Such payment will be made within 90 days of the publication of the decision.

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

Should the Joint Standing Committee be unable to reach a compromise or find for one party by majority decision, then either party may within fourteen (14) days of the final meeting proceed to arbitration

The decision of the Joint Standing Committee shall be published in writing by PACT and ADC jointly within three (3) days of the decision being taken and sent to the parties in dispute.

### *Arbitration*

This Board of Arbitration shall consist of three (3) persons. These three persons shall be the nominee of the Designer, the nominee of the Theatre and a third person agreeable to both the Designer and the Theatre, who will serve as Chair. The decision of the arbitrators, by a majority of the three persons, shall be final and binding upon all parties to this Agreement. If agreement on a Chair is not reached, the matter will be referred to a constituted arbitration institute.

No recourse shall be had to a court of law by either party unless and until the other party has failed to comply with these arbitration procedures.

### *Annual non-confrontational JSC*

Either association may request an annual meeting made up of the Executive Director of PACT and the Director of Membership Services & Communications of ADC (or designates) and three members of the Joint Standing Committee to discuss matter of interest regarding the Agreement and its effectiveness and to review the Joint Standing Committee process.

## **XVII. Duration and Renewal**

The agreement between PACT and ADC shall become effective July 1, 2017 and shall remain in full force and effect until midnight, June 30, 2022. All terms and conditions, including schedules, will go into effect upon ratification by both parties.

The agreement between PACT and ADC shall automatically be extended from year to year thereafter unless either party furnishes the other party with a written request for renegotiation with no less than one hundred and twenty (120) days notice. This agreement shall remain in full force and effect until a new Agreement has been negotiated and ratified by both parties; when such a new Agreement has been ratified, this Agreement shall become null and void.

The preamble and appendices are an integral part of this agreement.

Notwithstanding the above and in the absence of a new agreement, after notice is given or during negotiations, either party may terminate the Agreement with 60 days written notice to the other party.

## **XVIII. Professional Fee Table**

The Parties have agreed to a Schedule of Minimum Fees for Design Services.

The fee will be based on the year in which the opening of the production is occurring.

The Designer shall not be required to perform work which should normally be done by Theatre's production staff and/or contractors.

The rates listed are minimums and are to be used as the basis of good faith negotiation between Theatres and Designers (and/or their representatives) of compensation appropriate to the specific design requirements of the production.

The establishment of this Schedule shall not limit the Designer's right to negotiate fees above the minimums and to take into account the scope and scale of the production and in consideration of the human, financial, and physical resources of the Theatre.

An additional fee or royalty for any additional performances added to the original schedule, or for any extension beyond the proposed run of the production shall be negotiated at the time of the Designer's engagement. The final date of the proposed run shall be the final performance as first advertised to the public. The negotiated royalty shall be not less than 1% of the Designer's negotiated contractual fee per performance.

## **XIX. Execution of Design Engagement Contracts**

### *Issuing Of*

Upon mutual confirmation between the Designer and the Theatre that an agreement has been reached on the negotiated terms for an upcoming engagement, the Theatre shall issue a Design Engagement Contract to the Designer within thirty (30) business days.

Except for circumstances beyond the Theatre's control, should the Theatre fail to issue a Design Engagement Contract to the Designer within thirty (30) business days the negotiated terms shall be considered null and void and the Designer shall be free to take other offers.

### *Signing Of*

Unless contracts are signed concurrently, they must be signed first by the Theatre. Upon receiving signed Design Engagement Contracts from the Theatre the Designer shall sign and return the Design Engagement Contracts to the Theatre within twenty (20) business days.

Except for circumstances beyond the Designer's control, should the Designer fail to return the signed Design Engagement Contract to the Theatre within twenty (20) business days the negotiated terms shall be considered null and void and the Theatre shall be free to negotiate with another Designer.

**Effective July 1, 2017**

	A	B	C	D	E	F	G
SET	\$5,708	\$4,944	\$4,346	\$3,770	\$3,263	\$2,585	\$1,810
COSTUMES	\$5,708	\$4,944	\$4,346	\$3,770	\$3,263	\$2,585	\$1,810
LIGHTING	\$4,604	\$3,770	\$3,016	\$2,574	\$2,154	\$1,938	\$1,540
PROJECTION	\$4,604	\$3,770	\$3,016	\$2,574	\$2,154	\$1,938	\$1,540
SOUND	\$4,604	\$3,770	\$3,016	\$2,574	\$2,154	\$1,938	\$1,540

**Effective July 1, 2018**

	A	B	C	D	E	F	G
SET	\$5,900	\$5,100	\$4,400	\$3,850	\$3,300	\$2,700	\$1,900
COSTUMES	\$5,900	\$5,100	\$4,400	\$3,850	\$3,300	\$2,700	\$1,900
LIGHTING	\$4,900	\$4,000	\$3,100	\$2,700	\$2,300	\$2,100	\$1,700
PROJECTION	\$4,900	\$4,000	\$3,100	\$2,700	\$2,300	\$2,100	\$1,700
SOUND	\$4,900	\$4,000	\$3,100	\$2,700	\$2,300	\$2,100	\$1,700

**Effective July 1, 2019**

	A	B	C	D	E	F	G
SET	\$6,100	\$5,200	\$4,500	\$3,950	\$3,400	\$2,800	\$2,000
COSTUMES	\$6,100	\$5,200	\$4,500	\$3,950	\$3,400	\$2,800	\$2,000
LIGHTING	\$5,400	\$4,300	\$3,250	\$2,850	\$2,400	\$2,200	\$1,850
PROJECTION	\$5,400	\$4,300	\$3,250	\$2,850	\$2,400	\$2,200	\$1,850
SOUND	\$5,400	\$4,300	\$3,250	\$2,850	\$2,400	\$2,200	\$1,850

**Effective July 1, 2020**

	A	B	C	D	E	F	G
SET	\$6,600	\$5,300	\$4,600	\$4,100	\$3,500	\$3,000	\$2,150
COSTUMES	\$6,600	\$5,300	\$4,600	\$4,100	\$3,500	\$3,000	\$2,150
LIGHTING	\$5,800	\$4,500	\$3,500	\$3,000	\$2,500	\$2,300	\$2,150
PROJECTION	\$5,800	\$4,500	\$3,500	\$3,000	\$2,500	\$2,300	\$2,150
SOUND	\$5,800	\$4,500	\$3,500	\$3,000	\$2,500	\$2,300	\$2,150

**Effective July 1, 2021**

	A	B	C	D	E	F	G
SET	\$7,300	\$5,550	\$5,100	\$4,500	\$3,900	\$3,300	\$2,300
COSTUMES	\$7,300	\$5,550	\$5,100	\$4,500	\$3,900	\$3,300	\$2,300
LIGHTING	\$6,700	\$5,000	\$4,000	\$3,300	\$2,800	\$2,600	\$2,300
PROJECTION	\$6,700	\$5,000	\$4,000	\$3,300	\$2,800	\$2,600	\$2,300
SOUND	\$6,700	\$5,000	\$4,000	\$3,300	\$2,800	\$2,600	\$2,300

## REDESIGN OF DESIGN ENGAGEMENT CONTRACT FORM

PACT and ADC agreed to redesign the fillable PDF template for the Design Engagement Contract. The organizations agreed to begin work on July 1, 2017, with the goal of finalizing the new contract template by August 31, 2017. One staff member and one member of the negotiations team from each organization will be responsible for overseeing planning, execution, and implementation of the new template(s).

## WORKING GROUP – THEATRE FOR YOUNG AUDIENCES

The associations agreed to strike a Working Group on Theatre for Young Audiences by February 1, 2018 in order to begin discussions about a timeline for introducing minimum professional fees for Theatre for Young Audiences productions.

## WORKING GROUP – STRATFORD AND SHAW

The associations agreed to strike a Working Group by February 1, 2018 in order to discuss the possibility of minimum professional fees specific to the Stratford Festival and the Shaw Festival.

## MEETING AT 3-YEAR MARK

The parties agree to meet at the 3-year mark in this contract to discuss non-fee related issues.