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AGREEMENT

between

CTV TELEVISION NETWORK LIMITED
(hereinafter referred to as CTV)

and

ALLIANCE OF CANADIAN CINEMA, TELEVISION AND RADIO ARTISTS
(hereinafter referred to as ACTRA)

covering

RATES AND CONDITIONS

for

WRITERS

in

TELEVISION BROADCASTING

Term of Agreement - June 1, 1990 to August 31, 1991

0393604

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ARTICLE 1 - UNION SECURITY

101 CTV recognizes the Alliance of Canadian, Cinema, Television and Radio Artists as the sole collective bargaining agent for all writers engaged by CTV for the production of programs for broadcast (save for the exclusions contained in Article 2 of **this** Agreement).

For the purpose of this Agreement, when **CTV** enters into a contract with any person or corporation for the provision of services of a writer, such writer shall be deemed to be a writer engaged by CTV.

102 This Agreement shall apply to all writers as defined herein whose **work** has been contracted for by CTV for broadcast purposes in Canada. Nothing in this Agreement shall be considered as preventing CTV from freely obtaining the services of a writer who may not be a member of ACTRA, provided that the rates, terms and conditions for such a writer shall not be less than those provided herein, or preclude CTV from producing programs without the use of a writer.

103 In the case of any writer who is a non-member of ACTRA (except persons excluded under **the** provisions of Article 2), CTV agrees to deduct five percent (5%) of the writer's gross fees and CTV agrees to remit these sums to ACTRA on a quarterly basis. A writer shall be considered a non-member of ACTRA for **two** engagements (except commentary). On the third engagement (tenth engagement for commentary), a writer shall apply for membership in **ACTRA** in accordance with the Constitution of ACTRA. In the event the writer does not wish to become a member of **ACTRA**, such writer **shall** declare **the** intention in writing addressed to ACTRA and to CTV and in such instances the writer concerned shall **pay** a non-member writer fee of **five** percent (5%) of his gross fee to ACTRA for each engagement and CTV agrees to **deduct** this **sum** from the writer's gross fees and to remit these sums to ACTRA on a quarterly basis.

104 This Agreement sets forth minimum rates and working conditions. However, nothing in this Agreement shall be deemed to prevent the writer from obtaining more favourable rates or conditions than those provided herein. A writer engaged at rates or on to

conditions *in excess* of or **more** favourable than the minima provided herein shall continue to have the benefit and protection of all the provisions in this Agreement.

105 A person, except as excluded in Article 2, who is employed to serve in some other capacity in addition to that of a writer, either by contract or as a staff employee, shall receive not **less** than the minimum **applicable** rates for **his** writing services.

106 **The** parties acknowledge that the writers represented herein by the Alliance, are self-employed. **However, if** any or all of **the** writers **be declared by any** third party, the decision of which are legally enforceable, to **have** the status of employees, the parties agree that, with respect to such writers **and** pursuant to the applicable Provincial or Federal legislation, the Agreement shall recognize the Alliance **as** the exclusive bargaining agent for a unit of such employees.

Notwithstanding its application as a Collective Agreement, this Agreement shall, in addition, continue in full force **and effect** to govern the conditions of engagement of writers not declared to be employees.

The application of this clause shall in no **way affect** the proprietary rights of writers as to copyright or otherwise as expressed in this Agreement.

ARTICLE 2 - EXCLUSIONS

This Agreement shall not cover:

- 201 (a) **a person employed on a salary** on a full time basis by CTV whose duties and ,functions include writing, except that this exclusion shall not **apply to such** a person when **s/he** writes a drama, drama-documentary, dramatization, book show, libretto, televised stage play;
- (b) a commentator who is not a member and who writes a script for broadcast by himself, the contents of which reflect the commentator's

own opinion and **research**, except that such an exclusion shall not apply to any individual after his ninth engagement as a commentator;

(c) a person who is not a member and **who** is a recognized specialist who writes a non-dramatic script, the contents of which relate to his own special field, except that such an exclusion shall not apply to any specialist after he has written five (**5**) such scripts in any twelve (12) month period.

202 CTV will advise **ACTRA** of partial exclusions and note the previous occasions the individual has been engaged **as** a partial exclusion.

ARTICLE 3 - DEFINITIONS

301 Adaptation: Written material based on a **work already** in dramatic form, but specifically devised for production on television with the proviso that an adaptation by a writer of his own work be classed as an original script.

302 Agent: A person authorized by a writer to represent the writer and act on the writer's behalf.

303 Broadcast: A broadcast means the transmission of a television program either live or by means of a recording or pre-recording.

304 Continuity: Material written to link program elements which are not written by the writer.

305 Contract Fee: The fee specified in a contract executed between CTV and a writer.

306 Date of Production: **The** day or dates on which the production of a script takes place.

307 Documentary Program: Means an information program which may include dramatized or variety portions, **but** which is not designed to be purely entertainment.

308 Double Exposure: Broadcast of a production during daytime hours (**up to 6:00 p.m.** on any day) on a **CTV** owned or affiliated station **where** it has been broadcast

during evening hours within **the** previous thirty (30) days.

- 309 Draft Script: Written material devised and **developed** into script **form**, or into **a** form considerably more developed than that defined as an outline, but not yet sufficiently developed to be defined as a completed script.
- 310 Drama Serial: A series of programs, each complete in itself, held together by the same title, identifying device, or **a** personality (as distinguished from a character) common to **all** the **programs** in the series.
- 311 Drama Series: **A series** of programs, each complete in itself, held together by the same title, identifying device, personality or featuring characters common to many or all **the** programs in the series, and with a continuing story.
- 312 Dramatization: Written material, devised and developed into play form from work(s) not already in dramatic form with the proviso that a dramatization by **a** writer of his own literary work be **classed** as an original script.
- 313 Edit: To edit is to delete portions of a work without rewriting or major transpositions.
- 314 Educational Use: Means the use of a program by any officially authorized educational institution in such an institution or by any officially authorized educational broadcasting authority over its own facilities.
- 315 Episodic Series: A series of programs, each complete in **itself, held** together by the same title or identifying device, common to all the programs **in the** series, **plus** main characters common to many or all the **programs**.
- 316 Free Television: The exhibition of **a** program on home **type** television **receivers**, which exhibition **gives** rise to no specific charge either for the program or for the channel on which the program is received, **and** the program does not originate on **a** cable facility.
- 317 Licence to Perform: A written instrument by which the owner of a performing right in a work conveys the whole or part to CTV, which shall form an **integral part** of any

contract and may be embodied therein.

- 318 Non-Prime Time: For the purposes of Article 7, non-prime time is defined as the period between midnight and 7:00 p.m.
- 319 Outline: Material submitted in a mutually agreed form embodying an idea or ideas for a program or program series with suggestions for the development of the idea/ideas into a script(s).
- 320 Producer: Producer shall mean the person, individual company, corporation or organization who controls, finances, administers, directs and is responsible for the production of any film or program or the authorized officers, employees or agents of such person, individual company, corporation or organization.
- 321 Producer's Gross: The total amount received by the producer for the sale, distribution and/or use of a **program**. (For the purpose of this clause, "Producer" shall mean CTV or the person, individual company, corporation or organization who or which is the relevant signatory to this Agreement).
- 322 Program: A program is a produced entity for broadcast either live or by means of a recording by any means whatsoever.
- 323 Repeat Broadcast: A broadcast of a program on a station or in a market as defined herein, on which it has been previously broadcast.
- 324 Research: The collecting and organizing of **material** as is necessary to the writing of scripts, or the supplying of such material, by arrangement **with** CTV.
- 325 Script: Written material being the work of a writer or writers in a form suitable for use in the production of a program.
- 326 Script Editor or Story Editor: A person employed or engaged by CTV, whose duties include reading and reporting an **scripts** and consultation with writers.
- 327 Story: Written narrative material detailing the characterization of the principal characters and

containing sequences and action suitable for use in or representing a substantial contribution to a final script; provided however that **the** writer shall not be obligated to insert dialogue therein (except to the extent necessary to show characterization) or to prepare the story in **the** form of a step outline.

328 **Talk:** A program non-dramatic in nature in which the material is, in the main, delivered by one principal voice either **real** or imagined. Talks may be delivered either from a script or ad-libbed.

329 **Talk Insert:** A written talk, commentary or interview to be delivered by another person forming part of a larger program.

330 **Variety:** A program that consists of songs, dances, skits, blackouts, sketches, vignettes, ordinarily **as** a mixture of some or all of such **elements**. **Straight comedy programs shall not** be classed as variety.

331 **Writer:** A person who writes a script, outline, draft, continuity or talk as defined herein or who provides written ideas, format, outline, editorial or related services.

ARTICLE 4 - COMPLAINTS AND GRIEVANCES

The provisions of this Article shall be administered by **ACTRA** and **the CTV Network (or its nominee)** in all **cases**. If a dispute arises out of this Agreement, because of the interpretation of an independent producer, or **a CTV affiliate, the procedure** shall be initiated through the **CTV Network** or its nominee or through **ACTRA** as the case may be.

401 It is mutually agreed that it is **the** spirit and intent of this Agreement to adjust, **as** quickly as possible, **grievances** arising from the application, administration, interpretation or any alleged violation of this Agreement.

402 The engager **agrees** that writers exercising their rights under the provisions of this Agreement **do so without**

prejudice to their relationship with CTV and/or its agents.

403 The parties agree that any grievances arising out of the application, administration, interpretation or any alleged violation of this Agreement may be settled at the time of occurrence by mutual agreement between an ACTRA representative and CTV. In the event that such a dispute is not settled, the following procedures shall apply for the settlement thereof:

Step One - The grievance shall be **reduced** to writing and a copy thereof delivered to CTV or ACTRA, as the case may be, within sixty (60) days of such grievance arising, CTV or ACTRA shall **reply**, in writing, within fifteen (15) **days** of receipt of such written notice.

Step Two - Failing a satisfactory settlement of the grievance in **Step One above**, the matter shall **be** referred to a meeting of representatives of ACTRA and CTV to be convened within twenty (20) **days** of receipt of the written reply referred to in Step One above.

Step Three - If the grievance is not **recorded** as settled within thirty (30) **days** after the meeting referred to in **Step Two** above, the matter may, by written notice of either party to the other party, be submitted to arbitration.

Note :

It is understood that **upon** mutual agreement in writing, the time periods referred to in **each** step above may be extended.

ARTICLE 5 - ARBITRATION

501 The parties shall within ten (10) days of the sending of the notice referred to in clause 403, Step Three, select a mutually acceptable arbitrator. If the parties are

unable to agree on the selection of an arbitrator, the matter will **be** referred to the Federal Minister of **Labour**, requesting the appointment of an arbitrator.

502 **The** arbitrator shall not have the **power** or authority to amend, **modify**, **add** to or **delete** any provision of this Agreement or any part thereof.

503 The costs, **fees** and expenses of the arbitrator shall be shared equally **by CTV and ACTRA**.

504 **The** decision of **the** arbitrator **shall** be final and binding on both parties.

ARTICLE 6 - SPECULATION

601 CTV and ACTRA agree that there shall be no speculative writing, nor shall either party condone it as a **practice**. As used herein, the term "speculative writing" has reference to any agreement entered into between CTV and any writer **whereby the** writer shall write material, payment for **which** is contingent upon **the** acceptance or approval of CTV, or **whereby** the writer shall, at the request of CTV, engage in rewriting or revising any material submitted under the terms of **this** Agreement **and** compensation for the writer's services in **connection** with such material is contingent upon the acceptance or approval of CTV. In the event that CTV shall request a writer to **write** and submit literary material, other than a submission from a writer or person in any category excluded from this Agreement, such submission may not occur unless CTV first makes a commitment with the writer for **the** writing of at least an outline as defined in this Agreement.

602 It is understood in this connection that nothing **in** this Article **shall** limit the submission of original material or prevent **CTV from** discussing **with** any writer any ideas suggested **by the** writer, **or by** CTV, or discussing with any writer any **ideas** or any material suggested by CTV in **order** to determine the writer's thoughts and reactions with **respect** to any such idea or other material to determine the writer's suitability for an assignment, provided, however, that any such **discussion** relating to an assignment shall be subject to the provisions of this

Agreement.

603 When material has been voluntarily submitted by a writer to CTV, and a discussion of the material **has** thereafter taken place between the parties, revision may be requested by CTV only upon contractual agreement with the writer.

ARTICLE 7 - CONTRACT

701 It is agreed that no purely verbal agreement shall be binding, nor shall it constitute grounds for **an** investigation of a complaint by either of the parties concerned. Therefore, it is a principle of this Agreement that both parties have the right to the protection afforded by a written contract and **such** contract shall be signed before work begins on **a** commissioned script and before any requested revision is begun or before production begins, whichever is sooner, on a non-commissioned script.

702 All contracts shall specify or include:

- (a) ownership of basic rights in the material;
- (b) rights purchased, including any domestic rebroadcast and/or export options;
- (c) the amounts to be paid for the rights purchased;
- (d) time limits relating to the rights purchased;
- (e) the delivery dates for written material agreed upon;
- (f) credits;
- (g) the rights of both parties with respect to editorial modification of material;
- (h) either a licence to perform or an undertaking by the writer to grant CTV **a** licence to perform, where the contract relates to a complete script.

- 703 In the event a writer fails to meet a **deadline** specified in his contract, CTV may, at its option, decline to deal further with the writer, being obliged to pay only for work already completed and delivered on time and **provided** that all copyright **held by the parties** remains with them.
- 704 When a writer is contracted **for** a period **of** no less than thirteen (13) weeks, CTV will inform the writer of its intention regarding his re-engagement no later than four (4) weeks before the **expiry** of **his** contract.
- 705 When **two** or more writers are involved in the writing of a script, **each** writer shall have an individual contract with CTV.
- 706 Within ten (10) working days after CTV and the writer have agreed upon a fee, CTV shall offer **the** writer a contract, the **terms** and conditions of which shall not be **in conflict with any** part of this Agreement.
- 707 All contracts shall be in the form agreed on between CTV and **ACTRA, which forms** Appendix A of this Agreement.
- 708 A copy of each contract engaging any writer within **ACTRA's** jurisdiction will be supplied to the local ACTRA office, it being understood that contracts are to be strictly confidential between CTV and the writer and officers of **ACTRA**, and the information contained in **these** contracts is not to be released to any other party in any way.

ARTICLE 8 -- CONDITIONS GOVERNING ENGAGEMENT

- 801 Whenever CTV wishes to engage a writer a **fee** shall **be** negotiated and a contract signed **before the** writer **begins** work.
- 802 A script **may** be contracted for, written and paid for either:
- (a) as a whole, or
 - (b) in separate instalments **as** provided **below**.

- 803 When CTV contracts a writer for a complete script by instalments the contract fee shall be allocated to each instalment and paid as follows:
- (a) on delivery of the outline - one-third
 - (b) on delivery of the draft script - one-third
 - (c) on delivery of the final script - one-third
- 804 In the case of a script contracted by instalments under Clause 803 or Clause 805, CTV may terminate the contract at the end of any instalment, in which case any copyright held by the writer in the work shall remain with the writer.
- 805 When CTV contracts a writer for a script based on an existing story by instalments the contract fee shall be allocated to each instalment and paid as follows:
- (a) on delivery of the draft script: - two-thirds
 - (b) on delivery of the final script - one-third
- 806 **When** CTV contracts a writer for a story only it shall **pay** the writer the contract fee on delivery of the story. CTV may request one rewrite of a story with option at the fee set out in Article 19. Further rewriting of the story may only take **place** when the option to write the script is exercised, in which case it will be accomplished by execution of the script. It is understood that these provisions **regarding** rewriting do not permit a new story.
- 807 If CTV engages a writer to write a story with an option to have the writer write a script based thereon, and CTV does not exercise its option but instead engages another writer or writers to write a script based on the story, the minimum fee **payable** for such story shall be the first writer's contract fee (including any rewrite fees) plus twenty-five percent **(25%)** thereof.
- 808 **When** CTV engages a writer to write a story with option to have the writer write the script it must exercise its option within twenty-one (21) **days** of the delivery of the story, or of the rewrite if one is requested.
- 809 It is agreed that there shall be no differentiation between stories and scripts for compensation purposes with respect to serial programs.

- 810 A writer shall not be required to **prepare** a step-outline of a dramatic script. For such purpose the term 'step-outline' shall mean the development of a story in the form of a condensed scene-by-scene progression indicating action and the substance of essential story dialogue, but without dialogue.
- 811 CTV shall notify the writer in writing within twenty-eight (28) days from the receipt of any step whether or not it wants **the** writer to proceed to the next step. Should CTV not notify the writer within twenty-eight (28) days, the writer shall at once proceed to the next step. This time limit may be extended by a further twenty-eight (28) days by mutual agreement with the writer.
- 812 Within twenty-one (21) days of the delivery of the final script, CTV may, at its option, require a polish of the final script. Polishing shall not involve any substantial **changes** in the story or structure or the introduction of any major characters or elements not included in the script up to **this point**. If CTV has not requested a **polish within twenty-one (21) days**, it shall be deemed to have accepted the final script.
- 813 If CTV elects to buy written material at any stage beyond the outline, it will pay the appropriate percentages of the fee for each step up to and including the step contracted for.
- 814 It is agreed that, subsequent to the submission of the final script, CTV **may** require further revisions for **which** a **fee** to be negotiated between CTV **and** the writer shall be paid, except on production day for normal technical and timing purposes.
- 815 Time Limits: In the case of material which originates with a writer, the writer **shall agree to make no** other use of that material in the medium for which the script was written during the period of development or for a period of **three (3) years** after the date of the licence to perform or until after the first broadcast, whichever is the sooner.
- 816 If a script based on previously acquired material is subsequently commissioned from another writer, the original writer shall be **paid a royalty or** other

payments to cover the **use** of such materials as **may** be required **by** this Agreement or as shall be agreed between CTV and the original writer, and a contract shall be executed by them prior to the commissioning of the writing of such script by another writer.

817 Where a writer originates in an outline, story, script, or format, an idea for an episodic series or serial or for **a** character which subsequently **appears** on a continuing basis on an episodic series **or** serial, the royalties and credits he shall receive for any use **made** of such an idea or character other than in scripts written by himself shall be subject to individual negotiations between the writer and CTV prior to the commissioning of the writing of the scripts ~~by~~ other writers. However, such royalty fee shall not be less than fifteen percent (15%) of his original **fee** or of the **fees** set out in this Agreement, whichever shall be greater.

818 CTV shall contract **all** writers for any serial under the terms of this Agreement. Nothing shall prohibit CTV from sub-contracting for the services of such writers, but any sub-contractor shall sign a Letter of Adherence to this Agreement.

819 Serials other than prime time: The following shall **apply** to the engagement of writers for non-prime time serials :

A writer for a serial to be broadcast five (5) times per week in other than prime time may **be** contracted on a trial basis for not longer than six (**6**) weeks in the aggregate, after which CTV shall contract such a writer on a **term** contract in cycles of not less than eight (8) weeks; provided that in the **case** of a program in which the cycles of the writer are co-ordinated, the term contract of such writer **may** provide CTV with an option to extend the first eight (**8**) week cycle for such additional number of weeks as would be required to co-ordinate with the cycles of the other writers. The contract with any writer may provide that he shall not perform writing services which would interfere with his obligation as a writer on the serial for which he is contracted.

CTV shall give the writer at least two (2) weeks written

advance notice of cancellation of his next cycle **and** failing **such** written notice the writer's contract shall be deemed renewed for the next **cycle**. A contract which by **its own terms** expires at **the** end of the cycle **does** not require **any notice**. The writer's contract may be cancelled within any cycle on not less than two (2) weeks **written** notice provided the program goes off the air.

Writers on non-prime time serials shall be in one of two categories:

- 1) head writer;
- 2) other writers.

A head writer shall **receive** no less than the aggregate minimum reduced by the per script minimum payable to other writers at the rates provided in Article 18.

No writer (other than the head writer) shall be hired for less than an average of one (1) script per **week** for the term of **his** contract.

For the purposes of this Article, non-prime time shall be defined as that period between midnight **and** 7:00 p.m.

ARTICLE 9 - NON-COMMISSIONED SCRIPTS

- 901 CTV shall acknowledge receipt of a non-commissioned script within a reasonable period of time.
- 902 CTV shall give the writer written notification of its acceptance or rejection of a non-commissioned script within forty-five **(45) days**. However, at the request of **CTV**, the **writer** may agree in writing to a further period of ninety (90) days.
- 903
- a) If the non-commissioned script is rejected, **notice** of rejection shall be accompanied by returned script.
 - b) If the non-commissioned script is accepted, as **submitted**, an offer to purchase shall be made.
 - c) Should CTV feel that **the script might: be**

acceptable after revision, the commissioning of such revision shall be governed by the provisions of Article 8, Conditions Governing Engagement.

ARTICLE 10 - EDITORIAL MODIFICATIONS

- 1001 (a) **The** writer of a script shall be consulted in regard to changes, modifications, additions or deletions, affecting meaning, intent, theme, characterization or plot development of the **script** and editorial changes of a major nature unless he is not available. It is further **agreed** that, where possible, the writer will be asked to do this work. However, CTV reserves complete editorial freedom to make script changes with regard to production needs.
- (b) **The** writer may indicate in the **script** elective cuts for timing **purposes**.
- (c) **CTV** reserves complete editorial freedom to carry out such editing of a completed tape or film program **as** may be necessary to permit such program to conform with the network time segment requirements and to allow for commercial integration.

1002 Notwithstanding the provisions of Clause 1001(c), and subject to the provision of Clause 1402(d), programs as produced may not be re-edited to form **two** or more programs of shorter length.

ARTICLE 11 - APPRENTICE WRITER

1101 Variety. A writer, **as** defined in the Agreement, **may**, if **s/he** wishes to acquire training in the field of variety writing, be attached to a CTV Production Unit as a "novice writer" for a period of thirteen (13) weeks, and **may** then take part in editorial discussions, suggest ideas, and submit material for consideration.

For **these** services **the** novice writer will be paid at the following special weekly rate, and this fee will convey

to CTV **the** right to broadcast script material that the novice writer may have played some part in developing;

June 1, 1990

\$ 289.00

However, where such material shall **be** judged to constitute a completed script or **blackout** or sketch or **any** self-contained unit of a program, and is used as submitted by the writer and without major editing by other persons, CTV agrees to pay the writer at least the applicable minimum rate in the category involved, in addition to the weekly rate. —

CTV also agrees not to employ novice writers at a ratio greater than one (1) novice to each five (5) regular writers under contract to the particular Production Unit.

1102 Drama. Recognizing the right and obligation of CTV to **encourage** and develop new writers (especially in the area of drama), **ACTRA** agrees that in the case of a non-commissioned script which CTV considers to show a promising talent on the part of the author, but where that author is inexperienced in the art of dramatic writing, it will be possible for CTV to encourage that author, to teach her/him, and to develop her/his talent, by providing her/him with an editorial critique of his **play**, and/or **by** discussing his play with her/him toward the same end without commissioning. If, in such a case, the author wishes to resubmit a revised version of the script, s/he may do **so**, and upon such second submission the provisions of Article 9 shall apply,

ARTICLE 12 .- WARRANTY AND INDEMNITY

1201 CTV and the writer may, in any individual contract include provisions for warranties of originality and no violation of rights of third parties, indemnification against judgements, damages, costs and expenses, including legal fees in connection with suits relating

to the literary material or the use of literary material supplied by the writer or the use thereof by CTV, provided, however, that the writer shall in no event:

- a) be **required** by contract to waive her/his rights to defend her/himself against a claim by CTV for costs, damages or losses arising out of settlements not consented to by the writer;
- b) be required to warrant or indemnify with respect to any claim that her/his material invaded the privacy of **any** person unless the writer knowingly used the name or personality of **such** person, or should have known, in the exercise of reasonable prudence, that such person would or might claim that her/his personality was used in **such** material;
- c) be required to warrant or indemnify with respect to any material other than that furnished by the writer.

1202 CTV shall indemnify the writer against any and all damages, costs and expenses, including legal fees, and shall relieve the writer of all liability in connection with any claim or action respecting material supplied to the writer by CTV for incorporation in the writer's work.

1203 CTV and the writer, upon presentation of any claim to either of them, or the institution of any action naming either or both of them as defendants, shall, if such claim or action relates to matters covered by a warranty or indemnity either herein or in an individual contract between CTV and the writer, promptly notify the other of the presentation of any such claim or the institution of any such action, giving the other party full details thereof. However, the pendency of any such claim or action shall not relieve CTV of its obligation to pay the writer any **monies** due the writer with respect to material contributed by the writer.

ARTICLE 13 - COPYRIGHT

1301 It is understood and agreed:

- a) that the writer's copyright shall remain vested with her/him unless contracted otherwise;
- b) that the copyright in any written material, supplied to the writer by CTV shall remain vested in **CTV** or **the holder of** such copyright unless contracted otherwise; and
- c) that all rights negotiated under this Agreement or in any individual contract between a writer and CTV shall ordinarily be in the form of a licence from the writer to CTV for a specific use during a **specified term of** whatever right is in question.

1302 In the case of a commissioned script which is an adaptation of material, or a dramatization of material, or which includes **any** material that is the copyright of third parties, CTV has the responsibility of obtaining copyright clearance in respect of this copyright material..

1303 Where the writer's **clear** claim to copyright is established and identified on scripts or **copies** of scripts supplied by the writer to CTV, CTV shall not reproduce, in any manner whatsoever, such script or any portion thereof, without also reproducing and attaching thereto such copyright identification, except for cast and **crew** distribution.

ARTICLE 14 - RIGHTS

1401 The payment of at least the minimum rates set forth in this Agreement shall entitle CTV to:

- a) a single television broadcast of the script in **each** market in Canada within four (4) years of the date final **payment for** the script was due;

For the purpose of this Agreement a market shall mean one broadcast in

- 1) Calgary/Lethbridge/Medicine Hat
- 2) London/Wingham

- 3) Moncton/St. John
- 4) Sudbury/Timmins/North Bay
- 5) Toronto/Hamilton
- 6) Windsor/Sarnia/Chatham
- 7) Each city in Canada not listed above which shall be considered a single market.

Boosters, translators and rebroadcasters which transmit a CTV signal and do not originate broadcasts shall be considered within the market of the originating CTV station. ---

- b) exclusive television broadcast rights in the script for a period of four **(4)** years from the **date** final payment for the script **was** due or until the **date** of the first broadcast, whichever is the sooner;
- c) the right to acquire the **exclusive** rights to re-run the program in **Canada** for a period of five **(5)** years from the date payment of the final script was due in or in the **case** of a program in an episodic series or a serial during the five (5) years, **from** the date **of** broadcast;
- d) the right, unless contracted otherwise, to acquire an exclusive licence to transmit or to license the transmission of the recording of the program in any foreign country during the period of **ten (10) years from the** date payment for the final script **was** due or in the case of a program in an episodic **series** or serial during the **ten (10) years from the** date of broadcast.

1402

CTV may acquire further rights upon terms and conditions to be mutually agreed between CTV and the writer, provided that;

- a) all such agreements for further rights shall be by written contract at terms and conditions not less than **those outlined below;**

- b) the **terms** of **any** licence granted **by** the writer to CTV shall run from the date payment for the final script was due;
- c) if CTV sells, assigns, licenses, or otherwise disposes of any preserved performance, it shall remain liable for the payment of all fees **for** residual rights;
- d) should CTV wish to exploit a **use** not **covered** by this Agreement, it shall first consult with ACTRA and negotiate mutually acceptable terms and conditions **to apply to such** use before entering into negotiations or offering a contract for **such** use to any individual writer.

1403 While it is understood that, during the **term** of the contract between CTV and the writer, CTV shall have the exclusive broadcast rights to the **script** with respect to its audience and that no conflicting performance of the script **shall take place** over U.S. stations whose coverage overlaps CTV stations, this in no way restricts the writer from selling **his** broadcast rights outside Canada, and it is understood **that** CTV will release the North American broadcast rights immediately after broadcast, unless the contract specifies otherwise.

1404 If a program covered by this Agreement is transmitted in another language in Canada, necessitating major modificatoins involving translation, **dubbing** or sub-titling, one of the following step-ups will be applied to the original writer's contract fee:

Translation	25%
Dubbing an existing program	15%
Sub-titling an existing program	10%

The above **provision** concerning translation **shall** not apply to dramatic scripts.

1405 It is understood that the foregoing apply only to re-broadcast rights and not to the re-sale of rights to another production of the script.

ARTICLE 15 - CREDITS

- 1501 On each program for which a writer furnishes material, CTV shall give visual credit and may, if it elects, give audio credit as well, except where the writer prefers otherwise.
- 1502 ~~Where~~ the exigencies of time make credit herein provided impractical, failure to give such credit shall not be considered a breach of this Agreement.
- 1503 The producer will not share in writing credits with respect to modifications that he may have made in the script.
- 1504 In all dramatic programs, including series and serials, the credit "Written by" or "Story by", or other appropriate credit, will be given to the writer or writers.

ARTICLE 16 - OBLIGATIONS OF CTV

- 1601 Access to Studio: An accredited representative of ACTRA shall be admitted at any reasonable time to the place where a writer's program is in production, provided the permission of the producer is secured.
- 1602 Third Party Agreements: CTV may provide "Third Party Agreements" to any writer to facilitate payment of initiation fees and dues from fees to be paid the writer by CTV.
- 1603 Assignment of Fees: Payment shall be made directly to the writer unless written authorization has been received by CTV from the writer authorizing payment to a third party.
- 1604 Film Production: In the case of a film production, or film insert, at the time and place of the showing of the rough cut and the answer print, the writer shall have the right to attend if he so desires.
- 1605 Competence of Writer: CTV assumes the risk of the professional and artistic competence of the writer.

- 1606 Attendance at Rehearsals: CTV agrees that the writer has the right to attend all the work sessions at which production personnel are present in the production of a program **based** upon the script he has written, provided that he obtains permission from the producer. It is understood **that** such permission **shall** not be unreasonably withheld. The writer agrees not to discuss the script, rehearsal or production with anyone other than the producer.
- 1607 CTV shall be entitled to broadcast **and/or** publish, for advertising and promotional purposes, extracts from the writer's script provided that the writer's name is associated with material so used, except when the length of an extract for broadcast purposes does not ~~exceed~~ exceed one (1) minute. Such extracts shall never exceed **two** hundred and fifty (**250**) **words** for publication purposes, nor two (2) minutes for broadcasting purposes. If the writer has signed a contract for publication previous to the signing of his contract **with CTV**, this provision may not be applicable.
- 1608 Independent Producer: In the event that CTV **engages** or commissions an independent producer to produce a program, and where no agreement exists between the independent producer and ACTRA, CTV shall in **any** agreement with **such producer** include **a** provision requiring such producer to adapt and conform to this Agreement. The form of Letter of Adherence, agreed between CTV and ACTRA, to be signed by such independent producer forms Appendix C of this Agreement.
- 1609 CTV shall pay all **sums** due the writer(s) within fourteen (14) days of the due date **as** determined by the Agreement **and** no payment shall be contingent upon the acceptance or approval by CTV of the writer's material.
- 1610 Should fees not be paid within **the** time period specified in clause 1609, CTV shall pay a late payment charge of two percent (2%) of the total amount overdue, for each thirty (30) day period or **part** thereof, beginning with the first day following the fourteen (14) days provided in clause 1609. This late payment charge shall not **apply**:
- a) where there is dispute, notice of which **has** been filed by the engager with ACTRA relating

to the fee(s) payable, and

- b) in the **case** of late payment of Insurance and Retirement contributions, and
- c) where normal methods of payment **are** interrupted, **e.g.** by reason of a national mail strike.

1611 When making any payment to a writer, CTV shall specify the program, the date of **service** or residual **use**.

ARTICLE 17 - OBLIGATIONS OF ACTRA

ACTRA shall furnish CTV with a list of names of members in **good** standing with revisions from time to time.

ARTICLE 18 - PROGRAM DEVELOPMENT

1801 For purposes of program development prior to the contracting of **scripts under Article 8** of this Agreement, CTV may contract a writer to **provide** professional services, such as consultation, the preparation of presentation material that may be embodied in program proposals, and the preparation of development outlines and development formats.

1802 The minimum **fees** for program development, **consultation** and professional service writing shall be as follows:

	<u>June 1, 1990</u>
a) <u>Consultation</u>	
Daily	\$ 232.00
Weekly	931.00
Extra Days	232.00
b) Professional Service <u>Writing</u>	
Daily	\$ 305.00
Weekly	1,227.00
Extra Days	305.00

- 1803 a) Payment to **a** writer of at least the minimum fees provided in Clause 1802 above for consultation **and** professional service writing shall be regarded as compensation in full to the writer for such services and shall entitle CTV to the full use of the results of **the** writer's work in the medium concerned without additional payment.
- b) Notwithstanding the provisions of Clause 1803 of this Article, it is understood **and** agreed that, where, in working on concepts or **other** materials in which another party or parties hold rights, a writer contributes new characters or other elements original to that writer, such writer shall retain copyright in such new characters or elements and shall be entitled to additional compensation for the use of such new characters and/or elements in the medium concerned in accordance with the provisions of Clause 816 or 817 as the case may be.

1804 The following minimum fees shall apply when a writer is contracted to provide services in connection with the development of the writer's **own** original **idea** or concept or when **a** writer is invited by CTV to submit an original **idea**, concept, development outline or development format:

	<u>June 1, 1990</u>
a) Consultation per day	\$ 232.00
b) Development Outline for a single program in all categories, and for a development format for a series or serial in variety where the individual programs are to be:	
30 minutes or less	\$ 772.50
60 minutes or less	1,544.00
90 minutes or less	2,316.00
Over 90 minutes	Negotiable

Renewal

1st six months: 100% of original contract fee
 2nd six months: 100% of original contract fee

June 1, 1990

c) **Development Format for a series or serial (other than variety) where the individual programs are to be:**

30 minutes or less	\$ 968.00
60 minutes or less	1,936.00
90 minutes or less	2,904.00
Over 90 minutes	Negotiable

NOTE: While all rates for "over 90 minutes" are negotiable, such negotiated rates shall in no case be less than a pro rata minimum calculated on the length of the program and based on the 30-minute minimum rate in the relevant category.

Renewal

1st six months: 100% of original contract fee
2nd six months: 100% of original contract fee

1805 Payment to a writer of at least the minimum fees for the development of the writer's own original idea or concept as set forth in Clause 1804 above shall entitle CTV to an option to contract the writer to prepare scripts exercisable during one (1) year from the date of the contract. CTV may exercise its option herein by furnishing notice in writing to the writer and negotiating a contract in accordance with the provisions of Article 8 of this Agreement. The option may be extended for two (2) periods of six (6) months each upon written notice to the writer and payment of the renewal fee set forth in Clause 1804 above. The writer shall be offered the first opportunity to write any script(s) based on a development outline or development format such writer has prepared.

1806 The writer shall hold the copyright in any material original to the writer and the licensing of any such copyright material for use shall be subject to the other provisions of this Agreement.

- 1807 The development of material beyond the development outline or development format stage shall be undertaken only when a contract **has** been issued under the provisions of Article 8 of this Agreement.
- 1808 No fees paid under the terms of this Article shall be applied against any contract fee(s) for the writing and/or use of any script.

ARTICLE 19 - RATES

The following rates shall constitute the minimum rates to be paid by CTV for writer categories: --

June 1, 1990

1901	<u>Original Material, including drama, drama-documentary, dramatization, book show, libretto, television, stage play, narration</u>	
	15 minutes or less	\$ 1,618.00
	30 minutes or less	3,236.00
	60 minutes or less	6,472.00
	90 minutes or less	9,708.00
	Over 90 minutes	Negotiable
1902	<u>Adaptation</u>	
	15 minutes or less	\$ 1,038.50
	30 minutes or less	2,077.00
	60 minutes or less	4,154.00
	90 minutes or less	6,231.00
	Over 90 minutes	Negotiable
1903	<u>Story with option (Drama)</u>	
	a) Story with option to write script:	
	15 minutes or less	\$ 566.00
	30 minutes or less	1,132.00
	60 minutes or less	2,264.00
	90 minutes or less	3,396.00
	Over 90 minutes	Negotiable

June 1, 1990

b) Rewrite of a story
with option:

15 minutes or less	\$ 283.50
30 minutes or less	567.00
60 minutes or less	1,134.00
90 minutes or less	1,701.00
Over 90 minutes	Negotiable

1904 Script based on story (Drama)

a) Writer of story

15 minutes or less	\$ 1,050.00
30 minutes or less	2,100.00
60 minutes or less	4,200.00
90 minutes or less	6,300.00
Over 90 minutes	Negotiable

b) **Any** other writer

15 minutes or less	\$ 1,214.00
30 minutes or less	2,428.00
60 minutes or less	4,856.00
90 minutes or less	7,284.00
Over 90 minutes	Negotiable

NOTE: While rates for "over 90 minutes" are negotiable, such negotiable rates shall in no **case be less** than a pro rata minimum calculated on the length of the program and based on the 30-minute rate in the relevant category.

June 1, 1990

1905 Drama **Serials** in non-prime time

a) Aggregate minimum for **each** weekly unit of five thirty-minute serial programs (one run in Canada) \$ 2,872.00

June 1, 1990

b) Script Fee

For each **script** on which a **writer performs** writing services, such writer will be paid not less than (one run in **Canada**)

\$ 322.00

c) CTV may acquire rights to one run of the serial in the United States by either (a) **paying the following rates in (i) and (ii) below at the time of contract; or** (b) during the term it holds the licence, paying **each** writer a step-up to bring **his** contract fee to the **rates outlined** below:

i) **Aggregate minimum for each** weekly unit of 5 thirty-minute unit programs (one run in **Canada and the United States**)

\$ 7,134.00

ii) For each script on which a writer performs writing services, such writer will be **paid not less than** (one run in **Canada and the United States**)

\$ 713.00

d) **Aggregate minimum for each** weekly unit of 5 sixty-minute serial programs (one run in **Canada**)

\$ 5,743.00

e) Script Fee

For each script on which a **writer performs** writing services, **such** writer will be **paid not less than** (one run in **Canada**)

\$ 645.00

June 1, 1990

f) CTV **may** acquire rights to 1 run of the serial in the United States by either (a) paying the following rates in (i) and (ii) below at the time of contract; or (b) during the term it holds the licence paying each writer a step-up to bring his contract fee to the rates outlined below:

- | | |
|--|-------------|
| (i) Aggregate minimum for each weekly unit of 5 sixty - minute unit programs (one run in Canada and the United States) | \$14,271.00 |
| (ii) For each script on which a writer performs writing services, such writer will be paid not less than (one run in Canada and the United States) | \$ 1,430.00 |

1906

Documentary

a) Original work:

15 minutes or less	\$ 1,128.00
30 minutes or less	2,256.00
60 minutes or less	4,512.00
90 minutes or less	6,768.00
Over 90 minutes	Negotiable

b) When a substantial part of the material is provided by CTV, the following rates shall apply:

15 minutes or less	\$ 903.00
30 minutes or less	1,806.00
60 minutes or less	3,612.00
90 minutes or less	5,418.00
Over 90 minutes	Negotiable

June 1, 1990

c) Linking narration only:

Minimum (two (2) minutes of script) \$ 205.00

Each additional minute of script (payable on delivery of script). \$ 27.00

1907 A 'straight translation shall be paid for as an adaptation. (It is understood this Agreement does not apply to a literal translation for non-broadcast use).

A combined translation-adaptation or translation-dramatization shall be paid for at the rates provided in Clause 1901.

June 1, 1990

1908 Continuity

Minimum (to include two (2) minutes of script) \$ 175.00

Each additional minute of script \$ 23.00

1909 Assigned Research

To be negotiated between CTV and the writer, taking into account the length of time estimated for completion of the said research. However, when a writer is engaged on a daily or weekly basis, his fee shall not be less than:

Daily (8 hours or less) \$ 129.00
weekly (5 days) 535.00

June 1, 1990

1910	<u>Sketches, Vignettes, Blackouts, Skits and other material desired for insertion into variety or humorous programs (except improvisations when Performed by someone other than the writer)</u>	
	Material up to three (3) minutes in length for insertion in a program of any length:	
	Minimum (3 minutes)	\$ 208.00
	Each additional minute of script delivered	\$ 54.00
1911	<u>Spot Announcements, Promotions, etc.</u>	
	a) Written material or programs of one (1) minute in length or which may be defined as spot announcement, promotions, or entertainment or information fillers, shall be paid for at the minimum rate of	\$ 92.00
	b) Such material as noted in 1911 (a) exceeding one (1) minute in length but no more than five (5) minutes in length shall be paid for at the minimum rate of	\$ 187.00
1912	<u>Talks, Interviews and Commentaries - writing only</u>	
	Minimum (to include two (2) minutes of script)	\$ 131.00
	Each additional minute of script	\$ 21.00

June 1, 1990

1913 Talks and Commentaries -
writing and delivery

Each five (5) minutes of
script, OK portion \$ 275.00

1914 Variety - original writing -
one writer

15 minutes or less \$ 580.00
30 minutes or less 1,160.00
60 minutes or less 2,320.00
90 minutes or less 3,480.00
Over 90 minutes Negotiable

1915 More than one writer

In all categories where two or more writers are commissioned to write a given program, the following rates shall apply:

- a) two writers: each writer to receive sixty percent (60%) of the minimum fee applicable to one writer;
- b) three writers: each writer to receive fifty percent (50%) of the minimum fee applicable to one writer;
- c) four writers or more: each writer to receive forty percent (40%) of the minimum fee applicable to one writer.

NOTE: While rates for "over 90 minutes" are negotiable, such negotiable rates shall in no case be less than a pro rata minimum calculated on the length of the program and based on the 30-minute rate in the relevant category.

ARTICLE 20 - WRITER/BROADCASTERS

- 2001 The services provided may include the collecting or supplying of material for a magazine program, providing ideas for programs, suggesting guests, lining up guests or interviewees, selection of music/effects, pre-interview discussion, preparing background notes and questions for on-air personnel, the organizing of film or tape, continuity, preparation of material for production, interviewing on or off-air and commentary.
- 2002 The contract of a writer engaged as a Writer/Broadcaster shall be subject to the following conditions:
- a) The contract **shall** be for not less than thirteen (13) consecutive weeks.
 - b) The fee may cover services on up to five (5) out of seven (**7**) days per week. In the event a sixth or seventh consecutive day of work is required, CTV shall:
 - (i) by mutual agreement between the producer and the person involved, the day or **days** in excess of five (5) consecutive days worked may be taken off work in lieu of payment for such extras days worked, or
 - (ii) CTV shall pay an amount equal to one-fifth (1/5) of the fee involved for the sixth consecutive day and an amount equal to one-fifth (1/5) of the fee involved for the seventh consecutive day.
 - c) In all cases, the services required from among those included in Clause 2001 must be stipulated in the writer's contract.
 - d) While the services of a Writer/Broadcaster may include, interviewing of program segments with which the writer has been closely involved, it is agreed that the writer shall not act as a host or co-host under the provisions of this Article and, if the writer **does** act as a host or co-host, the writer shall be paid additionally the applicable fees.

- e) Services and material **provided** under this **Clause** may be applied to any program of the series contracted for during the season in which the services are performed.
- f) The residual fee for any re-use of material prepared under this **Clause** shall be \$160.00 effective June 1, 1990. **In the** case of a performer category, the rate will not be **less** than **the** fifteen (15) minute program fee.
- g) CTV shall inform in writing a person contracted as a Writer/Broadcaster on a contract of twenty-five (25) weeks or **less whether** or not it intends to re-engage. **In the case** of a contract of twenty-six (26) weeks or more, **such** notice shall be given during the period between eight (8) and four (4) weeks prior to expiry of the contract. If such notice is not received in **the** requisite period, and the contract is not renewed, the Writer/Broadcaster shall receive four (4) weeks' additional compensation at the contracted rate in lieu of notice.
- h) In the event of sickness, vacation or unavoidable absence only, CTV may, at its option, hire a replacement at a weekly fee, pro rated on the thirteen (13) week rate.

2003 If a writer performs any performing service (including that of host or co-host) other than that included in the services outlined in Clause 2001, the writer shall be paid an appropriate performing fee in addition to the fees stipulated below.

2004 Minimum Rate - Writer/Broadcaster

The following minimum weekly **fees** shall apply when a writer is contracted for a magazine program for a minimum period of thirteen (13) consecutive weeks:

June 1, 1990

Minimum weekly fee	\$ 768.00
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ARTICLE 21 - RESIDUAL PAYMENTS

2101 Domestic Re-Runs

Any repeat broadcasts in Canada shall be at **terms** not less than those set out below:

- 1st re-run - not less than 75% of the original contract fee
- 2nd re-run - not less than 60% of the original contract fee
- 3rd re-run - not less than 50% of the original contract fee
- 4th re-run - not less than 40% of the original contract fee
- 5th re-run - and each subsequent re-run - not less than 30% of the original contract fee.

2102 a) Single Station Fee

Use on **a** single television station in the Toronto/Hamilton area:

Each use - not less **than 20%** of the original contract fee.

Use on a single television station in any other area of Canada:

Each use - not less than 10% of **the** original contract fee.

- b) When payment to a writer for 2nd re-run, 3rd re-run, 4th re-run, 5th and each subsequent re-run has reached the appropriate percentage of original contract fee provided in Clause 2001, CTV shall be entitled to broadcast the program once on the television station in each market in Canada in which the program has not been so re-run.

2103 When **a** program in Canada is sold by CTV for broadcast on Free Television in another country, the writer shall be **paid** residual fees based on the contract as follows:

a) First run in U.S.

- Network 100%
- Syndication 100%

b) Second run 50%

c) Third **and** subsequent; 40%

d)	Individual station - U.S.	10%
e)	<u>First run in U.K.</u> - Network	45%
f)	Second run	25%
g)	Third and subsequent run	15%
h)	<u>U.K. Regional</u>	
	- London	15%
	- Any other	10%
i)	<u>Australia</u>	
	- First run Network	25%
	- Second and subsequent	10%
j)	<u>Japan</u>	
	- First run Network	25%
	- Second and subsequent	10%
k)	<u>Germany</u>	
	- First run	25%
	- Second and subsequent	20%
l)	<u>Italy</u>	
	- First run	15%
	- Second and subsequent	10%
m)	<u>France</u>	
	- First run	15%
	- Second and subsequent	10%
n)	<u>Sale or distribution in the Caribbean</u>	
	(See Appendix D) - Each use	4%
o)	<u>Sale or distribution in Latin America</u>	
	- Brazil - Each use	4%
	- Remainder of Latin America	4%
	(See Appendix D) - Each use	

per country to a
maximum of 20%

p) All other countries - Each country 4%

2104

Pay Television, Cable Television, Video-disc,
Cassette, In-flight Television, Non-broadcast
Non-educational Use

When a program produced under this Agreement is subsequently sold, distributed or otherwise exploited on pay television, cable television, video-disc, cassette or other compact device, **or** on in-flight television or for non-broadcast non-educational use, **the** writer(s) contracted under this Agreement and credited for the program shall receive five percent (**5%**) of the Producer's Gross. Where there is more than one contracted and credited writer, the five percent (5%) of Producer's **Gross** shall be divided pro rata, on the basis of the writers' original contract fees. Payments due under this Clause shall be made on each sale within thirty (30) days of first use or distribution.

2105

CTV agrees to provide ACTRA with a quarterly list of all sales or other distribution to or by pay television, cable television, video-disc, cassette or other compact device, to in-flight television or for non-broadcast non-educational **use**, including in that information details of Producer's Gross receipts for each individual sale.

2106

Educational Broadcast Use (Foreign)

Notwithstanding the above, where a program is distributed for recognized educational broadcast use abroad, the amount of residual payments shall be as follows:

First run and for each subsequent re-run in any country, ten **percent** (10%) of the contract fee or five percent (5%) of CTV's net revenue, defined as absolute gross revenue less fifteen percent (15%), whichever is the greater.

2107

Educational Broadcast Use (Domestic)

3 years - Canada other than Ontario -
First and each subsequent use 10% of contract fee

After the fifth (5th) use can be used anywhere in Canada (except Ontario) without further **payment**

Ontario - unlimited 25% of contract fee

2108 Non-Broadcast Educational Use - Sale or Distribution

Domestic

3 years

- Ontario 25% of contract fee
- Each province, other than Ontario 10% of contract fee

When use is **paid** for five (5) provinces program may be distributed in all provinces, other than Ontario

Foreign

3 years

- U.S. 50% of contract fee
- Great Britain 50% of contract fee
- Each other country 20% of contract fee

2109 Non-Broadcast Educational Use - Loan

CTV may release a recording of a **program** for non-broadcast use to **any** accredited non profit ethnic, religious, cultural or educational organization or **provided** that **the** responsible officer of the said organization or institution **signs** CTV's standard release form, a copy of which is included in this Agreement as Appendix B. In the event of a loan of a dramatic script the writer's permission will be obtained.

2110 Festivals and Competitions

CTV may enter its programs in festivals and competitions and authorize all uses ancillary and incidental thereto, without additional payment. However, if as a result, the programs are broadcast, residual fees shall be **paid** in accordance with the conditions set out above. Residual fees shall not be **payable** for program extracts **up to two (2) minutes (per program)** in length, broadcast

in connection with festivals or competitions in which the program is entered.

2111 Notice in Writing

CTV agrees to provide ACTRA with notice in writing of any program distributed to any foreign area or entered into in any festival or competition. Applicable payments shall only be made upon actual broadcast of a program by a station or stations in any foreign area and payments shall be made thirty (30) days following such broadcast.

2112 World Television Rights

Within twelve (12) months of receipt of the final script, payment by CTV of an amount equal to one hundred and fifty percent (150%) of the writer's total contract fee shall entitle CTV to world (free) television rights, excluding Canada, subject to the provisions of Clause 1401(d).

ARTICLE 22 - DOUBLE EXPOSURE

Double exposure shall be contracted for at the time of the original contract. The applicable fee shall be an additional thirty percent (30%) of the amount contracted for the first broadcast and shall be paid at the same time as the fee for the first broadcast.

ARTICLE 23 - RESTRUCTURED USE

Should CTV wish to re-use a program already broadcast (a) in a shortened form, (b) in selected segments, or (c) combined to form a new or longer program, the following procedures shall apply:

- 1) Such restructuring shall be limited to programs in the Same series.
- 2) CTV shall advise the General Secretary of ACTRA in writing, of the planned restructuring.
- 3) Except in the case of continuity writing and **scripts** in a series where there is an

established script format and principal character(s) not created by the writer, no program or programs shall be restructured without the prior written consent of the original credited writer or writers. Such consent shall be requested by **CTV through the General Secretary of ACTRA or his** delegate. **The** consent of **the writer or** writers shall not be unreasonably withheld.

- 4) The minimum fees to be paid to the writers whose **material** is involved in such **restructuring** shall be:
 - i) If **the** new program is of **a lesser length** than the original program, sixty percent (60%) of the writer's original contract fee, or the current **minimum rate** for the original writing **category** and the length of the **new program**, whichever is the **greater**.
 - ii) If the new program is the same length **as** the existing program, or of greater length than the existing program, one hundred percent (100%) of the writer's original writing **category** and **the** length of the new program, whichever is the greater.
- 5) Payment of a **fee** under 4(i) or 4(ii) above shall entitle CTV to the rights detailed in Article 14. Additional use of the program **shall** be at the rates provided in Article 21 (Residual Payments).

ARTICLE 24 - TRANSPORTATION, TRAVELLING AND ON-LOCATION EXPENSES

2401 **Where CTV** requires a writer to travel, he **shall**, if transportation and/or accommodation are not provided by CTV, be entitled to not **less** than:

- a) actual authorized transportation expenses on scheduled carriers covering economy air, first **class** rail fare or such other transportation **as** bus, taxi or limousine.

- b) A mileage allowance of thirty eight cents (38c) per mile or twenty three cents (**23c**) per kilometer (**June 1, 1990**) if the writer is authorized to use his **own** automobile.
- c) All rental or leasing costs where the writer is authorized to lease or rent a vehicle.
- d) All taxi, limousine or other transportation costs which the writer is authorized to use in order to get to **and** from the destination required by the engagement.
- e) A room with a bath in a hotel or motel or similar accommodation for the time required and authorized to fulfill the engagement, **and** a meal allowance of **\$45.40** (**June 1, 1990**) per **day** or alternatively the sum of **up to \$124.65** (**June 1, 1990**) for each day the writer is required to **be away** from home to cover all personal expenses. However, if certain meals or living accommodation are provided at the expense of CTV, the **per diem allowance of up to \$124.65** (**June 1, 1990**) shall be reduced in the following manner:

	<u>June 1, 1990</u>
Breakfast	\$ 7.85
Lunch	13.90
Dinner	23.25
Accommodation	<u>79.25</u>
	\$ 124.25 =====

In no event will the amount reimbursed for living accommodation exceed the actual cost.

2402 CTV shall advance to a writer against expenses the sum of **\$124.64** (**June 1, 1990**) for each day the writer is required to be **away** from home to cover **the** writer's expenses **up** to a period of one (1) week. The writer shall submit an accounting of the advance against expenses with attendant receipts within ten (10) working **days**.

2403 If a writer is required to travel outside of Canada he shall be paid actual reasonable expenses incurred supported by receipts, where receipts **are** obtainable.

ARTICLE 25 - VACATIONS

Every writer in continuous engagement on a program **series for** a period of fifty (50) weeks shall be entitled to two (2) weeks holiday with payment of minimum guarantee only for the programs which would **normally fall** within **that period** of holiday, provided that such writer shall be entitled to only one such period of holiday in **the** event: of his engagement on two (2) or more **program series for a period** of fifty (50) weeks.

ARTICLE 26 - WAIVERS

The parties to this Agreement may give waivers in proper cases to meet any requirements with respect to the application of **this** Agreement, **but any** such waiver shall not of itself constitute a waiver of any subsequent breach of such covenant or provisions or any other **covenant, provisions or terms** of this Agreement:.

ARTICLE 27 - SEVERABILITY OF PROVISIONS

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

ARTICLE 28 - INSURANCE AND RETIREMENT PLAN

2801 Insurance Plan: CTV shall contribute an amount equal to three percent (3%) of the gross fees paid to each writer for the production and use of a program, payable by cheque to the **ACTRA** Fraternal Benefit Society and **mailed** to the National Office of the ACTRA Fraternal Benefit Society.

2802 Retirement Plan: CTV shall contribute an amount **equal** to six **and** one-half percent (6-1/2%) of the total gross fees **paid** to each writer for the **production and use of** a program.

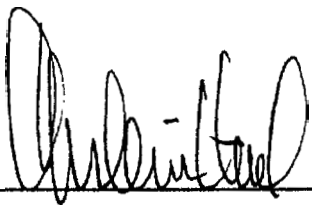
- 2803 CTV shall deduct for retirement purposes an amount equal to three percent (**3%**) of the gross fee paid to each writer for the production and **use** of a program.
- 2804 For the purpose of this Article, gross **fee(s)** shall mean the writer's contracted fee, and payments made for re-use, distribution, sale, etc.
- 2805 Contributions **and** deductions shall be payable by cheque to the ACTRA Fraternal Benefit Society and mailed to the National Office of the ACTRA Fraternal Benefit Society. Such amounts shall be payable monthly on or before the 15th of the month following the earning of such fees.

ARTICLE 29 - DURATION

- 2901 This Agreement shall become effective on June 1, 1990 and **shall** remain in full force and effect until midnight, August 31, 1991.
- 2902 In the **event** that prior to the expiry date of this Agreement, either party desires to negotiate a new Agreement, notice in writing by registered mail shall be given to the other party not less than ninety (90) days prior to the expiry date of this Agreement.
- 2903 Notwithstanding Clause 2902 above, if the parties should **fail** to execute a new Agreement **sixty** (60) days in advance of the **expiry** date of this Agreement, extension of the existing Agreement shall be a matter of mutual decision between the parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 14 day of 11 1991.

CTV TELEVISION NETWORK LIMITED
(CTV)



ALLIANCE OF CANADIAN CINEMA,
TELEVISION AND RADIO ARTISTS
(ACTRA)



Jack Gray
Chair, Writers Guild





Margaret Collier
National Executive Director,
Writers Guild

APPENDIX A

The rates, terms and conditions of the CTV/ACTRA Agreements are MINIMUM rates, terms and conditions, and the writer/contractee may negotiate over and above **such** minimums in respect to such matters **as**, but not limited to fees, residuals **and** such other terms and conditions **as** may be pertinent to this engagement.

WRITER CONTRACT

between

CTV TELEVISION NETWORK LTD. (CTV)
42 Charles Street East, Toronto

and

Writer: _____ Contract No. _____
_____ ACTRA No. _____
_____ Non-member _____
S.I.N. _____

Nature of Production

Title: _____ Length of program(s)
or episode(s) _____

Type of Script(s) and/or nature of service:

Fee: For the materials and/or services contracted for herein, CTV agrees to pay the writer as follows:

Rights: In consideration of the fee specified above, the writer grants CTV **rights as** follows:

Time Limits relating to rights acquired and options to acquire other rights shall not be in excess of those specified in Clause 815 and Article 14 of CTV/ACTRA Writers Agreement referred to below. It is a condition of this contract that the writer warrants that he is empowered to grant the rights herein granted. All rights held by the writer and not herein acquired by CTV remain with the writer.

Delivery dates agreed upon (if any):

Credit to be accorded to Writer:

Editorial Modifications (minimum conditions as specified in Article 10 of CTV/ACTRA Agreement referred to below).

The writer shall be consulted in regard to changes, modifications, additions or deletions, affecting meaning, intent, theme, characterization or plot development of the script and editorial changes of a major nature unless he is not available. It is further agreed that, **where possible, the** writer will be asked to do this work. However, CTV reserves complete editorial freedom to make script changes with regard to production needs and to carry out such editing of a completed tape or film program as may be necessary to permit such program to conform with the network time segment requirements and to allow for commercial integration. The writer may indicate in the script elective cuts for timing purposes.

General Terms and Conditions

1. When a script is contracted for in steps, CTV shall, unless this contract provides otherwise, have the right to terminate the process within twenty-eight days from the receipt of outline (or treatment) or draft script upon payment of the appropriate percentage(s) of the fee for the complete script, in which case any copyright held by the writer shall revert to the writer.
2. It is agreed that all terms and conditions of the current collective Agreement between the CTV Television Network Limited and the Alliance of Canadian Cinema, Television and Radio Artists covering rates and conditions for writers in television broadcasting will apply to this contract.

3. It is a condition of this contract that the terms and conditions contained herein shall not be less favourable to the writer than those provided in the current Collective Agreement referred to above. In the event that the terms and conditions herein Contained should, during the course of this engagement, **become** less favourable to the writer than those provided in said Agreement, such terms and conditions shall be adjusted to **meet** the minimum provisions of the applicable Collective **Agreement**.
4. Residual fees with respect to repeat broadcasts and foreign distribution **shall** be made in accordance with the provisions of the applicable Collective Agreement referred to above, unless this contract specifies residual provisions more favourable to the writer.
5. The fee(s) payable under the provisions of this contract shall be subject to such deductions as may be required by law or the operation of the applicable Collective Agreement referred to above.
6. The foregoing, together with any clause(s) appended hereto, shall constitute the entire Agreement between the writer and CTV.

Writer _____

For CTV Television Network Limited

Date _____

CTV shall provide a copy of each writer's contract to the writer and to the **Writers** Department of ACTRA.

APPENDIX B

Standard Release Form

It is understood

that use of the program titled _____

being granted to _____

by the CTV Television Network is restricted as follows:

- 1) It is understood and warranted that this program will be used for non-profit purposes only, and that no sale of any kind will be made in connection with the program, or any portion thereof.
- 2) It is understood that no duplication will be made of the program.
- 3) It is understood that Licensee will not be permitted, and will not permit others to charge an admission fee for the exhibition of the program.
- 4) It is understood that neither the program nor any portion of **the** program will be used for any television purposes either off air or by exhibition of the program on any community television antenna (**CATV**) system.

The Licensee agrees to indemnify CTV Television Network Limited from all claims, liabilities and adjustments rendered against CTV Television Network Limited by virtue of the breach of these covenants.

Accepted and agreed to this _____ day of _____ 19____,

at _____

Licensee

APPENDIX C

Letter of Adherence

Independent producers of programs or episodes in a series shall sign a Letter of Adherence **as** provided herein on their **own** letterhead and forward **same** to the General Secretary of the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA) in triplicate. This Letter of Adherence shall constitute a binding obligation by the producer to the terms and conditions of this Agreement and to the terms and conditions of the relevant Performers Agreement where such independent producer is involved in the production of a program for CTV.

"Date:

Gentlemen:

_____ hereby acknowledges receipt
(insert name of producer or company)
of the National Agreements dated June 1, 1990 to August 31, **1991**, between the CTV Television Network Limited (CTV) and the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA) for Performers and Writers in Television Broadcasting. We hereby become signatory to said Agreements and agree to abide by and conform to all the terms and conditions contained therein; except as specifically stipulated herein on behalf of all production undertaken **for CTV** during the term of the Agreements.

Notwithstanding the provisions of Articles 11 and 12 of the Performers Agreement and Article 4 and 5 of the Writers Agreement, and in addition to the provisions of Article 37, Clause 3703 of the Performers Agreement between CTV and ACTRA, ACTRA may, at its discretion, declare a producer "unfair" and withdraw the services of performers and writers from the producer without injury or damage to the performers and writers concerned or **ACTRA** as an Alliance in the event that:

1. Payments to performers or writers have not been made within the time periods provided in Article 37 of the Performers Agreement or within the time period provided in Clause 1609 of the Writers Agreement between CTV and ACTRA, or

2. Payments which have been made by cheque are not honoured by the producer due to **lack** of funds or for some other reason, or
3. Payments on behalf of performers or writers by the producer have not been made to the ACTRA Fraternal Benefit Society or the engager fails to meet any other monetary obligation required by the above-noted Agreements.

ACTRA reserves the right **to** require the posting, in advance, of adequate bond, cash or other security for the protection of its members.

ACTRA agrees that a declaration of "unfair" or the withdrawal of services shall not occur until the expiry of ten (10) calendar days from the date of written notice to the engager of ACTRA's intentions. ACTRA further agrees that such declaration or withdrawal of services shall be limited to the signatory producer.

ACTRA agrees to provide CTV with a copy of such written notice.

(Signature)

on behalf of _____
(Name of Signatory)

this _____ day of _____, 19__.

Receipt of the above Letter of Adherence is hereby confirmed by the Alliance of Canadian Cinema, Television and Radio Artists.

Per: _____

Date: _____"

CARIBBEAN MARKETS

Haiti/Dominican Republic	Bahamas
Jamaica	Bermuda
Cayman Islands	Surinam
Trinidad/Tobago	Curacao/Aruba
Barbados	
<u>Leeward Islands</u> <u>Islands</u>	<u>windward</u>
Guadeloupe	St. Vincent
Antigua	St. Lucia
St. Kitts	Granada
St. Martin	Martinique
Virgin Islands	

LATIN AMERICAN MARKETS

Argentina	Honduras
Bolivia	Mexico
Brazil	Nicaragua
Chile	Panama
Columbia	Paraguay
Costa Rica	Peru
Ecuador	Puerto Rico
El Salvador	Uruguay
Guatemala	Venezuela