

CBC
TELEVISION
BROADCASTING
AGREEMENT

Between

**THE CANADIAN BROADCASTING
CORPORATION**

and

**THE WRITERS GUILD OF
CANADA**

September 1, 1998 to August 31, 2000

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SECTION A - RELATIONSHIP OF THE PARTIES

ARTICLE A1 - UNION SECURITY / JURISDICTION

A101 The Canadian Broadcasting Corporation (the Corporation) recognizes the Writers Guild of Canada (**the WGC**) as the exclusive collective bargaining agent pursuant to the certification order issued by the Canadian Artists and Producers Professional Relations Tribunal **on June. 25, 1996.**

Subject **to** the provisions of the **Status** of Artists Act and in accordance with the above-noted certificate, the Writers Guild of Canada's jurisdiction is **to** encompass:

- a) an author of a literary or dramatic work in English written for radio, television, film, video or similar audio visual production including multi-media; or
- b) **an** author who adapts or translates literary or dramatic **works** originally written in a language other than English, as an English language Script for radio, television, film, video or similar audio-visual production including multi-media; but excluding directors acting in their capacity as directors.

The Corporation **agrees** that this Agreement will also apply to Story Editors and Story Consultants, **as** described herein, for Drama, Variety, Children's, Documentary Programs and Scripted Panel, Game, Quiz **Shows** only.

A102 While this Agreement shall apply to all Writers as defined herein, nothing in this Agreement shall be considered **as** preventing the Corporation from freely obtaining the **services** of a Writer who may not be **a** member **of** the Writers Guild of **Canada** (**WGC**), provided **that** all the rates, terms and conditions **of** this Agreement shall apply to such a non-member Writer.

A103 **The** Corporation agrees to protect the jurisdiction of Writers under this Agreement by not giving any other union, association or collective bargaining agent jurisdiction over Writers covered by this Agreement.

A104 **In** the case **of** any Writer who is **a** non-member **of** the **WGC**, the Corporation agrees **to** deduct five percent (**5%**) of the Writer's gross fees, and the Corporation agrees to remit these sums **to** the **WGC** on a monthly basis. A Writer shall be considered a non-member of the **WGC** until the Writer qualifies for membership in accordance with the applicable **terms** of the Constitution of the Writers Guild of Canada.

A105 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 terms or conditions in excess of or more favourable than the minima provided herein shall continue **to** have the benefit and protection of all the provisions of **this** Agreement.

A106 **A** person who is employed to serve in some other capacity in addition to that of Writer, either by contract or as a **staff** employee, shall receive not less than the minimum applicable rates for writing services **and** shall **be** subject to all terms and conditions of this Agreement. The applicability of this Article shall be determined by and subject to the jurisdiction of the Writers Guild of Canada **as** set out in:

- a) the Writers Guild of Canada's certification order of June **25**, 1996,
and
- b) the Status of the Artist Act.

A107 The Corporation will forward **to** the WGC once each month a list of all writing engagements that fall under the terms of this Agreement. The following information shall be included;

- a) name and address of Writer;
- b) nature and type of engagement (i.e. whether TV, **film**, drama, Variety, documentary, etc.);
- c) rate - whether minimum or above minimum; and
- d) Program length

A108 Upon the written request from the Executive Director of the Writers Guild of Canada, the Corporation will verify any individual case to confirm in writing that the Writer is **being** treated in accordance with the **terms** and conditions of the Agreement.

A109 When the Corporation plans to broadcast a stage or **concert** production not covered by this Agreement, the Corporation shall negotiate a mutually agreeable fee with the Writer(s) who hold(s) the copyright on ~~the~~ performed material. Broadcast Fees as per Article **C902** and Distribution ~~Fees~~ as per Article **G106** will apply to this Article. The contributions and deductions as outlined in Articles **D702** and **D703** will be applicable to this negotiated fee.

Further use provisions will be negotiated with the Writer outside of **this** Agreement.

A110 A non-resident Writer or Story Editor/Story Consultant contracted by the Corporation shall be governed by the **terms** and conditions of this Agreement and by the terms and conditions of any reciprocal agreement between the WGC and unions representing Writers or Story **Editors/Story** Consultants in the country concerned. Where no such reciprocal agreement exists or in the

event of a conflict between the provisions of this Agreement and any reciprocal agreement, this Agreement shall apply.

A111 The Corporation agrees that, as a matter of policy and practice, it normally engages Canadian Writers. This is in keeping with the Corporation's mandate "to use predominantly Canadian creative and other resources".

ARTICLE A2 - OBLIGATIONS OF THE CORPORATION

A201 Commence of Writer: The Corporation assumes **the risk** of the professional and artistic competence of **the** Writer.

A202 Independent Producer: In **the** event that the Corporation engages or commissions an independent Producer to produce a **Program** (which is a Co-production as per Article B117) and where no agreement exists between the independent Producer and the WGC, **the** Corporation shall, in any agreement with such Producer, include a provision requiring such Producer to become a signatory to **this** Agreement **by** means of a letter of adherence, which shall then be an agreement between such Producer and the Writers Guild of Canada. (See also C703 - Co-Productions)

A203 Administration Fee: In recognition of the WGC's responsibility in administering the Agreement, the Corporation shall share **in the costs** of such stewarding by contributing one percent (1%) of the total **gross** fees paid under **the** WGC's jurisdiction. Such payment shall be made **monthly**, on or **before** the fifteenth (15th) of the month following payment of such fees and shall be forwarded to the WGC's Office.

ARTICLE A3 - OBLIGATIONS OF THE WRITERS GUILD OF CANADA

A301 The **W** shall provide **each major location with a** coast-to-coast list of **th** members in **good standing** **r** their **social** insurance numbers where possible, once **each year**.

ARTICLE A4 - WAIVERS

A401 The parties **to** this Agreement may give waivers in specific **and** identified situations **to meet** any requirements with respect to the application of this Agreement, but any such **waiver** shall be granted on a completely without prejudice basis and will not of itself **constitute a waiver** of any subsequent breach of such covenant or provision or **any** other covenant, provision or terms of this Agreement.

ARTICLE A5 - SEVERABILITY OF PROVISIONS

A501 If any provisions 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 A6 - GRIEVANCE PROCEDURE

A601 The Corporation agrees that Writers exercising their rights under the provisions of this Article do so without prejudice to their relationship with the Corporation or its agents.

A602 A complaint of a minor nature may be discussed and settled at the time of its occurrence between the representative of the WGC and the representative of the Corporation. In the event that a satisfactory resolution of this minor complaint is arrived at, no further steps need be taken.

A603 A grievance which arises out of, or in connection with, the application or interpretation of this Agreement must be submitted in writing to the Senior Corporate Talent Relations Officer, or to the Executive Director of the WGC, as the case may be. The written grievance shall be delivered to the appropriate officer of the other party within thirty (30) calendar days of the occurrence giving rise to the grievance.

A written reply to the grievance shall be made within seven (7) calendar days of its receipt. A reply deemed unsatisfactory may be referred by the dissatisfied party to a grievance meeting within four (4) days of receipt of the reply. The Committee will consist of any person(s) designated by each party to represent the Corporation and the WGC respectively for the purpose. Minutes of such meetings shall be kept and read and signed by both parties at the close thereof. Where the settlement of a grievance calls for payment or remedial action, instructions shall be given to make payment or take the required action as soon as the minutes recording the grievance and settlement are signed.

At grievance meetings, matters of common concern may be discussed and recorded in the minutes of the meeting.

A604 Extension of Time Limits: The time limits may be extended by mutual agreement between the parties.

A605 The parties shall have the right to settle the grievance at the grievance meeting. The settlement, if any, shall be noted in writing and signed by those attending the grievance meeting, each of whom shall receive a copy. The settlement shall be final and binding on all parties.



- A606 Referral to Arbitration: In the event that the grievance is not settled at the grievance level, either party may, within fourteen (14) days, take its grievance to arbitration upon notice by registered mail to the Senior Corporate Talent Relations Officer, or to the Executive Director of the WGC, as the case may be.
- A607 Arbitrator: Grievances shall be submitted to a mutually agreed-upon arbitrator.
- A608 The Arbitrator's Authority: The arbitrator shall hear and determine the grievance and shall issue a decision, and the decision shall be final and binding upon the parties and upon any Writer affected by it. Such decision must be implemented forthwith after its receipt unless some other time for its implementation is provided in the award. The arbitrator shall not have the power to change, modify, extend or revise the provisions of this Agreement or to award costs. The parties confirm that paragraph 37 of the Status of the Artists Act shall apply to this Article.
- A609 The expenses of the arbitrator shall be borne equally by the Corporation and the WGC.

ARTICLE A7 - NO STRIKE OR WORK STOPPAGE OR LOCKOUT

- A701 The parties to this Agreement covenant and agree that during the term of this Agreement, the Corporation will not engage in or permit a strike or work stoppage or direct any member to refuse to accept work with the Corporation or interfere with the normal process of engagement; and, the Corporation will not refuse to engage any member of the WGC nor interfere with the normal process of engagement.

ARTICLE A8 - DURATION, TERMINATION AND RENEWAL

- A801 This Agreement shall become effective on September 1, 1998 and shall remain in full force and effect until August 31, 2000.
- A802 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.
- A803 Notwithstanding Article A802 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.

ARTICLE B1 -- DEFINITIONS

- B101 **ADAPTATION:** Written material based on a work already in existence in the form of a stage play or radio play, but specifically re-written in a form suitable for production on television with the provisos that: a) an Adaptation by a Writer of the Writer's own work be classed as an Original Script and b) minor changes in a stage play, purely for the purposes of timing and blocking, shall not constitute an Adaptation and shall not be subject to payment of fees under this Agreement.
- B102 **ADDITIONAL DRAFT:** Any draft contracted after the completion of an Outline and two drafts of a Script.
- B103 **ADDITIONAL POLISH:** Any Polish contracted after the delivery of the Script Material and the Polish included in the original Script Fee.
- B104 **AGENT:** A person authorized by a Writer to represent the Writer and act on the Writer's behalf.
- B105 **BOOK/LIBRETTO:** A book or story line written for a musical work or an opera,
- B106 **BROADCAST:** The transmission of a Program, either live or by means of a recording.
- B107 **BROADCAST FEE:** The fee which provides the Corporation with an exclusive licence to transmit a Program as part of the Corporation's basic television signal in perpetuity. The exercise of this licence is subject to payment of re-broadcast fees. The Broadcast Fee is based on the total Script Fee(s), including any Additional Drafts, paid to all credited Writers. (With reference to Internet transmission outside of Canada, see Appendix F.)
- B108 **BROADCAST WINDOW (Prime Time):** A continuous twenty-four (24) hour period during which the Corporation may transmit a Program once in Prime Time and an unlimited number of times in Off-Prime. The period commences with first transmission. A Broadcast Window shall include simultaneous transmission of the basic CBC signal over the Internet.
- B109 **BROADCAST WINDOW (Off-Prime):** A continuous twenty-four (24) hour period during which the Corporation may transmit a Program an unlimited number of times, but only in Off-Prime. The period commences with the first transmission. A Broadcast Window shall include simultaneous transmission of the basic CBC signal over the Internet.

- B110** CABLE TELEVISION: The exhibition of Programs on home type television screens **by** means **of** transmission by a **CATV** system where subscribers obtain Programming **by** payment of a general charge.
- B111** CHILDREN'S PROGRAMMING: **Programs** which possess **all** the following criteria:
- a) contain no commercial advertising;
 - b) are directed at a pre-school audience;
 - c) contain an educational and/or developmental component;
 - d) are produced for broadcast Off-Prime;
 - e) are produced for multiple broadcast during the week.
- B112** COMMERCIAL CARRIER USE Exhibition of Programs on any commercial carrier such as, but not limited to airplanes (i.e. in-flight), trains, ships and buses.
- B113** COMMISSIONED SCRIPT: A Script based on material **which** has been previously licensed or owned or provided by the Corporation to a Writer with the exception **that** material adapted from another medium by the Original Writer will be considered Original Script material.
- B114** COMMISSIONED WRITER: A Writer who **is** engaged to write Script Material previously licensed or owned or provided by the Corporation with the exception that a Writer who adapts his/her own work from another medium will **be** considered an Original Writer.
- B115** CONTRACT FEE: The fee specified in a contract executed between the Corporation and a Writer.
- B116** CONVENTIONAL TELEVISION; See **FREE TELEVISION**.
- B117** CO-PRODUCTION: A Program (other than an international co-production where the Writer is not engaged in Canada): a) which the Corporation either produces together with another party or co-finances with another party or parties and b) in which the Corporation owns copyright interest.
- B118** DATE OF PRODUCTION: The date or dates on which the production of a Script takes place.
- B119** DEVELOPMENT CONCEPT The written presentation of an idea for a Single Program or Series describing the central premise, characters, setting and format. It shall also include a working title and date of submission. Genre, style, general appeal, target audience and central Story idea may be provided but in the case of a Series, sample Story ideas shall not be required.

A Development Concept does not include a scene-by-scene breakdown and need not exceed 2500 words (ten [10] pages double-spaced).

B120 **DISTRIBUTION FEE:** The fee which provides the Corporation with an exclusive licence to distribute a Program in perpetuity, subject to payment of the applicable royalties. The Distribution Fee is based on the total Script Fee(s), including any Additional Draft(s), paid to all credited Writers of the Program.

B121 **DISTRIBUTOR'S GROSS REVENUES:** The absolute gross income, earned or derived by all distributors of a Program anywhere in the world. This shall apply whether the Corporation acts as its own distributor or engages any other agency, company or individual to distribute the Program. This shall include the total amount paid by all purchasers or licensees for use of the Program but shall not include the income generated by the use of the Program by the purchaser or licensee. In addition, the gross revenues shall not include:

- a) sums realized or held by way of deposit as security, until and unless earned, other than such sums as are non-returnable;
- b) rebates, credits or repayments for cassettes returned (and in this connection, the Producer shall have the right to set up a reasonable reserve for returns);
- c) sums required to be paid or withheld as taxes in the nature of sales taxes or similar taxes based on actual receipts of such Programs or on any monies to be remitted to or by the Producer or such other distributor. There shall not be excluded from the distributor's gross revenues any net income tax, franchise tax or excess profit tax or similar tax payable by the Producer or such other distributor on its net income or for the privilege of doing business; or
- d) frozen foreign currency until the Producer shall either have the right to freely use such foreign currency, or the Producer or distributor has the right to transmit to Canada to the Producer or distributor such foreign currency from the country or territory where it is frozen.

B122 **DOCUMENTARY PROGRAM:** An information Program that is not designed to be purely entertainment, and which may include dramatized or Variety portions, but must include a major proportion of non-dramatized or non-Variety material.

- B123** **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.
- B124** **DRAMATIZATION**: Script Material based on published work(s) not in dramatic form with the proviso that a Dramatization by a Writer of the Writer's own work be classed as an Original Script.
- B125** **EDITING (TEXT)**: Deleting portions of a text without rewriting or major transpositions.
- B126** **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.
- B127** **EXCERPT**: An extract or a clip containing an identifiable Script segment from a previously produced Program or program segment.
- B128** **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.
Free Television shall not include any form of distribution by cable, satellite, Pay Television or any distribution in which any form of subscriber or extra fee is paid.
- B129** **FILLER**: An individual item, not to be part of a longer Program, used before or after a Program. Variety or drama items shall not be contracted as fillers.
- B130** **INTRODUCTIONS AND BRIDGES**: Material written to link or introduce other Program elements in a drama, Variety or Documentary Program.
- The parties agree to be bound by the agreement between the WGC, the Canadian Media Guild (CMG) and the Corporation regarding jurisdiction over Introductions and Bridges. Such agreement may be deemed to form part of this Agreement.
- B131** **LICENCE TO PERFORM**: A written instrument by which the owner of a performing right in a work conveys the whole or part to the Corporation, which shall form an integral part of any contract and may be embodied therein.
- B132** **MAGAZINE PROGRAM**: A Program composed of segments such as, but not limited to, talk items, commentaries, interviews, poetry items, drama

items, musical segments, panel discussions, documentaries, with all such segments integrated by a **host** and/or identifying device,

- B133** **MINISERIES:** A production that represents a complete Story in a limited number of sequential episodes. For the purposes of the Agreement, a Mini-Series shall be deemed to be a Single Program.
- B134** **MULTI-MEDIA: Works** which integrate different content formats such as text, graphics, still images, sounds, music, animation and/or video and which the user may interact with and control.
- B135** **NON-BROADCAST USE** Distribution of a Program which does not include:
- a) distribution in cinemas or theatres where admission is charged or money collected; or
 - b) distribution by electronic means over distance; or
 - c) any retail sale to the general public by cassettes, discs, tapes, or any other compact device; or
 - d) exhibition or use of Programs by, but not limited to, any commercial carrier, such as airplanes (i.e. "in-flight"), trains, ships and buses.
- B136** **OFF-PRIME:** The Broadcast period from 11.00 p.m. to 7:00 p.m. the following **day**.
- B137** **ORIGINAL SCRIPT** Original material for a Single Program or material adapted from another medium by the Original Writer.
- B138** **ORIGINAL WRITER:** A Writer **who** writes an Original Script for a Single Program **or** a Writer **who** adapts or dramatizes his/her own work from another medium.
- B139** **OUTLINE:** The scene-by-scene breakdown of a Story embodying the structure for a draft Script, including principal characters and Story elements **in** up to 5,000 words per half-hour of broadcast time. Such breakdown shall be submitted in a mutually agreed form. When a Story or Screen Story is not contracted separately, **the Story** or Screen Story shall be deemed to be included in the Outline.
- B140** **PAY TELEVISION:** The exhibition **of** Programs on a home-type television screen by means of telecast, cable, closed circuit or any other form of distribution requiring that the audience pay to receive such Program. Such

payment may be in the form of (a) a separate payment for each Program; or (b) a payment to receive one or more special channels which shall be in addition to the regular Cable TV subscription fee. Exhibition in theatres or comparable places is theatrical exhibition and shall not be considered Pay Television.

- B141 **PILOT SCRIPT**: A Script which leads to a further Script or Scripts using the same concept and/or characters.
- B142 **POLISH**: Minor revisions to a Script within the basic structure of the scenes as written but not including any substantial change in story or structure, or any addition or deletion of characters, alterations of plot, or reworking of more than 10% of the dialogue.
- B143 **PRIME TIME** The broadcast period from 7:00 p.m. to 11:00 p.m.
- B144 **PRODUCER**: The individual or individuals designated by the Corporation to be responsible for the artistic/editorial direction of the Program and the coordination of the work of the other personnel involved in the Program.
- B145 **PROGRAM**: A produced entity for broadcast, either live or by means of a recording by any means whatsoever, for transmission as part of the Corporation's basic signal. Programs are self-contained, complete entities.
- B146 **PROMOTION** Any activity which serves to advertise or publicise a Program. the work of a Writer and/or the Corporation.
- B147 **REPEAT BROADCAST**: A Broadcast of a production on a Corporation-owned or affiliated station on which it has been previously broadcast.
- B148 **SCREEN STORY** Written narrative material. based on Source Material, contracted under this Agreement for a Television Production, and suitable for use in, or representing a substantial contribution to a draft Script. It shall include the basic narrative, idea or theme and indicate character development and action. The Writer is not obligated to (a) insert dialogue in a Screen Story (except to the extent necessary to show characterization) or (b) prepare the Screen Story in the form of an Outline. There is no differentiation between Story and Screen Story for compensation purposes. When no Story or Screen Story is contracted separately, the Story or Screen Story shall be deemed to be included in the Outline.
- B149 **SCRIPT**: Any Script Material covered by this Agreement in a form suitable for use in the production of a Program.
- B150 **SCRIPT FEE**: The fee for writing Script Material.

- B151** SCRIPT MATERIAL: Any material covered by this Agreement.
- B152** SCRIPT RESEARCH: The collecting and supplying of material as is necessary to the writing of Scripts.
- B153** SERIES: A Series of Programs, each complete in itself, held together by the same title, identifying device or personalities or characters common to all the Programs in the Series.
- B154** SINGLE ELEMENT: Additional Draft, Additional Polish, drama and documentary (5 minutes or less), Introductions and Bridges. Screen Story, Story, Translation and Variety Contributing Writing.
- B155** SINGLE PROGRAM: A self-contained program which is not an episode of a Series. For purposes of this Agreement, a Mini-Series shall be deemed to be a Single Program.
- B156** SPECULATIVE WRITING: As used herein, the term "speculative writing" has reference to any agreement entered into between the Corporation and any Writer whereby the Writer shall write material, payment for which is contingent upon the acceptance or approval of the Corporation, or whereby the Writer shall, at the request of the Corporation, 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 the Corporation.
- B157** STORY: Written narrative material, not based on Source Material, contracted under this Agreement for a Television Production and suitable for use in, or representing a substantial contribution to a draft Script. It shall include the basic narrative, idea or theme and indicate character development and action. The Writer however, shall not be obligated to (a) insert dialogue in a Story (except to the extent necessary to show characterization), or (b) prepare the Story in the form of an Outline. There is no differentiation between Story and Screen Story for compensation purposes. When no Story or Screen Story is contracted separately, the Story or Screen Story shall be deemed to be included in the Outline.
- B158** STORY CONSULTANT: A person whose duties include analysis, consultation, research and advice regarding Script Material for Single Programs.
- B159** STORY EDITOR: A person whose duties include analysis, consultation and advice, re-writing, co-ordinating story department personnel and consulting with other production personnel on Series.
- B160** TELEPLAY: A fully written work for a Television Production in screenplay format, necessary to facilitate production.

- B161 **TELEVISION MOVIE**: A single dramatic Television Production (as opposed to a Series episode) of one hundred and twenty (120) minutes or more in broadcast length, produced by the Corporation.
- B162 **TELEVISION PRODUCTION**: A Single Program or Series including Children's Programming, drama, documentary, drama-documentary, Dramatization, Adaptation, Filler, ~~panel/game/quiz~~ show, Variety **show**, Book/Libretto or televised stage play produced by the Corporation.
- B163 **TEST PROGRAM SCRIPT**: A Script written for a Program not intended for broadcast, but rather destined for presentation to prospective sponsors and/or a non-broadcast audience for evaluation purposes only.
- B164 **VARIETY**: A Program that consists of songs, music, dances, sketches, vignettes, blackouts, and similar material, ordinarily as a mixture of some or all of such elements. For the purposes of this Agreement:
- Variety - Type 1**: A Program where ~~eighty-five~~ percent (**85%**) or more of the allotted Program time is **composed** of original Variety writing.
- Variety - Type 2**: A Program where from ~~fifty~~ percent (**50%**) to eighty-four percent (**84%**) of the allotted **Program** time ~~is~~ composed ~~of~~ original Variety writing.
- Variety - Type 3**: A Program where less than fifty percent (**50%**) of the allotted Program time **is** composed of original Variety writing.
- Head Writer** (Variety): A Writer who, in addition to supplying Variety material, supervises all written material for **a Program**, including rewriting of material as is necessary, and is responsible **to** the Producer for the finished Script.
- Show Writer** (Variety): A person **who** is engaged to work **on** a specific number of complete Programs, either in one (1) show or in a Series.
- Contributing Writer** (Variety): A person who sells or is engaged **to** provide to a Program unified or specific units of Variety writing, such **as** comedy sketches, production numbers, vignettes, songs, blackouts, and similar material.
- B165 **VIDEO COMPACT DEVICES**: An audio/visual device or other similar device containing a Program recorded on film, disc, tape or other material and designed for replay on a home type television screen, or personal playback **system**.
- B166 **WRITER**: An author **who** creates Script Material.

SECTION C - PRINCIPLES OF ENGAGEMENT

ARTICLE C1 - SPECULATION

- C101 The Corporation and the WGC agree that there shall be no speculative writing, nor shall either party condone it as a practice. **In** the event that the Corporation requests 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** the Corporation first makes a commitment with the Writer for the writing of at least an Outline as defined in this Agreement.
- C102 It is understood in this connection that nothing in this Article shall limit the submission of original material or prevent the Corporation from discussing with any Writer any ideas suggested by the Writer, or by the Corporation, or discussing with any Writer any ideas or any material suggested by the Corporation 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.
- C103 When material has been voluntarily submitted by a Writer to **the** Corporation, **and** a discussion of the material has thereafter taken place between the parties, revision may be undertaken by the Writer only upon contractual agreement with the Corporation.
- C104 The Writer agrees to retain a copy of any material **submitted** to the Corporation under Article C102 and releases the Corporation from any liability for the loss of such material.

ARTICLE C2 - NON-CONTRACTED SCRIPTS

- C201 The Corporation shall acknowledge receipt of an unsolicited Script within five **(5)** working days of receipt.
- C202 The Corporation shall give the Writer written notification of its acceptance or rejection of the unsolicited Script within forty-five **(45)** days. However, **at** the request of the Corporation, the Writer may agree in writing to a further period of ninety (90) days.
- C203 a) If the unsolicited Script is rejected, notice of rejection shall be accompanied by the returned Script.

- b) If the unsolicited Script is accepted as submitted, an offer to purchase shall be made.
- c) Should the Corporation feel that the Script might be acceptable after revision or rewriting, the contracting of such revisions or rewriting shall be governed by the provisions of Articles C8 and/or D3.

ARTICLE C3 - COPYRIGHT

- C301** It is understood and agreed that the Writer's copyright shall remain vested with the Writer unless contracted otherwise, and the parties disapprove in principle of the surrender of copyright in whole or in part by the Writer and agree that all rights negotiated under this Agreement shall ordinarily be in the form of a licence from the Writer to the Corporation.
- C302** In the case of a Script which is an Adaptation or a Dramatization of, or which includes any material that is the copyright of third parties, the Corporation has the responsibility of obtaining copyright clearance in respect of this copyright material.
- C303** Where the Writer's clear claim to copyright is established and identified on Scripts or copies of Scripts supplied by the Writer to the Corporation, the Corporation shall not reproduce, in any manner whatsoever, such Script or any portion thereof without also reproducing and attaching thereto such copyright identification. (See Appendix E.)

ARTICLE C4 - CONTRACTS

- C401** 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 shall have the right to the protection afforded by a written contract and that such a contract shall be signed before the commencement of any work covered by this Agreement.
- C402** All contracts shall be in the forms agreed on between the Corporation and the WGC.
- C403** All contracts shall specify or include:
- a) ownership of basic rights in the material;
 - b) rights purchased, including any domestic re-broadcast and/or distribution options;

- c) the amounts to be paid for the rights purchased;
- d) time limits relating to the rights purchased;
- e) the delivery dates for material agreed upon;
- f) credits;
- g) the rights of both parties with respect to editorial modification in the material; specifically, the terms of C601 (drama) or C602 (other than drama), or conditions more favourable to the Writer, shall be included in all contracts;
- h) either a licence to perform or an undertaking by the Writer to grant the Corporation a licence to perform, where the contract relates to a complete Script.

The provisions of this Agreement shall be deemed to be included in each individual contract except where specific terms more beneficial than minimum terms have been negotiated.

ARTICLE C5 – WARRANTY AND INDEMNITY

C501 Every individual Writer's contract shall be deemed to include a provision for the indemnification of the Corporation against any and all damages, costs and expenses, including legal fees, and for the relief of the Writer from all liability in connection with any successful claim or action brought by the Corporation of a third party in the use of the literary material supplied by the Writer save where the provisions of Article C504 hereof apply and save insofar as the contract contains a provision excluding liability express or implied for the loss of originality of the literary material.

C502 Notwithstanding anything to the contrary herein contained the Writer shall, in no event

- a) be required by contract to waive the right to defend the Writer against any claim by the Corporation 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 the Writer's 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 such person's 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;

- d) **be** required, except in the case of a breach by the Writer **of** any express or implied warranty of originality as referred to in Article C501, to indemnify to an amount that exceeds the Writer's original Contract Fee if the Writer has complied with the conditions in Articles C503 a). b) and c).

C503 Subject to Article C501, the Corporation shall indemnify the Writer against any and all damages, costs and expenses, including legal **fees**, arising out of any claim, action or suit brought against the Writer arising from the use by the Corporation of the literary material supplied by the Writer, on condition **that:**

- a) the Writer has complied with any reasonable request made by the Corporation, following the submission of the literary material under the contract, for such information as the Corporation may reasonably require in order **to** make an informed decision of the legal liability involved in utilizing the literary material;
- b) the ~~Writer~~ co-operates with the Corporation in the preparation by the Corporation of any defence prepared and made in any action brought against the Corporation resulting from the use by the Corporation of the literary material: and
- c) the Writer co-operates with the Corporation in providing such documentation and information, upon which the literary material is based ~~as~~ may be requested by the Corporation in the course **of any** action referred **to** in sub-paragraph b) hereof,

C504 The Corporation 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 the Corporation for incorporation in the Writer's work.

C505 The Corporation 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 any individual contract between the Corporation 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 the Corporation of its obligation to pay the Writer any monies due the Writer with respect to material contributed by the Writer.

- C506 When a Writer is required by the Corporation to attend examinations for discovery, hearings or court actions, the Writer will be entitled to the provisions outlined in Article D5 - Transportation, Travelling and On-Location Expenses.

ARTICLE C6 - EDITORIAL MODIFICATIONS

- C601 It is the intent of the Corporation, in the case of drama productions, to consult with the Writer in the matter of editorial modifications and, to this end, the Writer of a Script shall be consulted in regard to any changes, modifications, additions, or deletions affecting meaning, intent, theme, characterization or plot development of the Script and editorial changes of a major nature. If such changes are required, the Writer shall be asked to do this work. If the Writer is unable to do so, the Corporation has the right, in accordance with the terms of Article C804, to contract another Writer to adapt the original Writer's work to the needs of the Corporation. However, the Corporation reserves complete editorial freedom to make Script changes necessitated by production needs. Script changes that affect the meaning, intent, theme, characterization or plot development shall not ordinarily be considered "changes necessitated by production needs".
- C602 For all Scripts other than drama, 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 the Writer is not available. It is further agreed that, where possible, the Writer shall be asked to do this work. However, the Corporation reserves complete editorial freedom to make Script changes necessitated by production needs.
- C603 The Writer may indicate in the Script elective cuts for timing purposes.

ARTICLE C7 - OBLIGATIONS OF THE CORPORATION

- C701 Access to Studio: An accredited representative of the WGC 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.
- C702 Attendance at Rehearsals: The Corporation 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 the Writer has written, provided that the Writer 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.

- C703** Co-Productions: Where a Co-Production is deemed to exist with a non-WGC signatory, the Corporation shall, in its Co-Production agreement with the independent production entity, include a provision requiring such entity to adhere to the Independent Production Agreement (IPA) between the WGC and the Canadian Film & Television Production Association (CFTPA) and l'Association des Producteurs de Films et de Télévision du Québec (APFTQ) for purposes of the Co-Production. If the Corporation's production facilities and staff are used to produce the Program, the Producer may become a signatory to this Agreement by means of a letter of adherence. If the Writer is not contracted under the CBC Agreement, the Writer shall be contracted under the IPA. The Corporation or the co-Producer shall inform the WGC in writing of each Co-Production, prior to the contracting of the Writer. Where the Corporation enters into other arrangements or co-ventures with an independent Producer, the Corporation will encourage the independent Producer to contract Writers under a WGC agreement.
- C704** Single Program: In the case of the production of a Single Program, the Writer(s) shall have the right to confer with the director at the commencement of pre-production. The Corporation shall advise the Writer(s), in writing where possible, of the time and place of the cast read-through, and of the rough cut and fine cut screenings in order that the Writer(s) may attend. At each of the aforementioned stages, the Writer(s) shall be given the opportunity to provide notes to the Producer and/or director. Should additional dialogue recording be required, the Writer(s) of the Script shall be given the first opportunity to write the ADR.

ARTICLE C8 - ENGAGEMENT

- C801** Whenever the Corporation wishes to engage a Writer, a fee for the complete Script or writing services shall be negotiated and a contract signed before the Writer begins work.
- C802** Time Limits: In the case of ideas which originate with a Writer, the Writer shall agree to make no other use of the ideas or material contained therein in the medium for which the Script was written, during the exclusive rights' periods licensed by the Script and Broadcast Fees.
- C803** The Corporation may terminate the services of a Writer as per the provisions of Article D2 and/or Article D3,
- C804** Termination and Additional Drafts: If the Story, Screen Story and/or Outline for a Single Program is original to the Writer, the Writer has the first right of refusal to write the first, second and any Additional Drafts. Should the Writer choose not to proceed at any stage, then a pass-on fee of not less than fifteen percent (15%) of the Script Pees paid shall apply. If the Story,

Screen Story and/or Outline for a Single Program is not original to the Commissioned Writer, then a second Writer may be contracted by the Corporation upon notification of the Commissioned Writer and no pass-on fee shall apply.

- C805** Where a Writer originates in an Outline, Story, Screen Story, Draft Script, final Script, or in material developed under the terms of Articles **E103 b)**, **E104** and **E105**, an idea for a Series. or a character in a Series, the fee(s) and credits that the Writer shall receive for any use made of such idea or character other than in Scripts written by the Writer shall be subject to individual negotiations between the Writer and the Corporation prior to the commissioning of the writing of such Scripts by other Writers. However, such residual fee shall be not less than fifteen percent (**15%**) of the Writer's original Script Fee.
- C806** When a Script is unacceptable due to a change in Corporation policy, personnel or intent, one hundred percent (100%) of the Script Fee shall be paid.
- C807** Whenever an existing copyright **work** is used as a Script for a Program and any changes are made in the work, it shall be contracted for under the relevant provisions of this Agreement.

ARTICLE C9 - RIGHTS

C901 Provisions governing Script Fee

The payment of at least the minimum Script Fee set forth in this Agreement shall entitle the Corporation **to**:

- a) an exclusive three (3) year licence to produce a Program in the medium for which the Script was written. The three year period extends from the delivery date of the second draft to the first day of principal photography. In the case of documentaries, the three (3) year period extends from the delivery date of the Outline to the recording of the narration Script;
- b) The Corporation may extend the three (3) year period by **six (6)** months for each of the Additional Draft fees:
- c) If principal photography has not commenced within the licence period (or the extended licence period), then the rights to all Script Material, including Additional Drafts, revert **to** the Writer(s).

The Corporation shall notify the WGC of the date on which the second draft has been delivered to the Corporation, or in the case of documentaries, the delivery date of the Outline.

C902 Provisions governing Broadcast Fee

The Broadcast Fee is a percentage of total Script Fees, including Additional Drafts, paid to all credited Writers. It is payable within seven (7) days of the first day of principal photography, except in the case of documentaries, when it is payable within seven (7) days of the recording of the narration Script.

- a) Broadcast Fees are paid as follows:
- i) Prime Time: Upon payment of sixty percent (60%) of the applicable Script Fee, the Corporation is entitled to two (2) Broadcast Windows (Prime Time);
 - ii) Off-Prime: Upon payment of fifty percent (50%) of the applicable Script Fee, the Corporation is entitled to two (2) Broadcast Windows (Off-Prime);
 - iii) Multiple Off-Prime: Upon payment of one hundred and twenty-five percent (125%) of the applicable Script Fee, the Corporation is entitled to five (5) Broadcast Windows (Off-Prime). Additional Broadcast Windows (Off-Prime) may be acquired at the rate of twenty-five percent (25%) of the applicable Script Fee for each additional Broadcast Window.
 - iv) Upon pre-payment of an additional premium of twenty-five percent (25%) of the applicable Script Fee and the Broadcast Fee, the two (2) Prime Time Broadcast Windows may be extended to two (2) forty-eight (48) hour windows. Only one (1) Prime Time broadcast is permitted in any twenty-four (24) hour period. The premium is payable upon payment of the Broadcast Fee;
 - v) Broadcast Fees are also payable on applicable character and concept fees as per Article C805.

- b) Payment of the Broadcast Fee entitles the Corporation to:
- i) a licence to broadcast in perpetuity, the Program made from the contracted Script Material subject to payment of applicable re-broadcast fees;
 - ii) the exclusive rights to the Script Material for a period of five **(5)** years from the first day of principal photography (or, in the case of documentaries, from the recording of the narration Script):
 - iii) either two (2) Prime Time Windows, two **(2)** Off-Prime Windows or five (5) Off-Prime Windows, depending on the rate paid by the Corporation.

c) Introductions and Bridges

When a Writer of Introductions and Bridges has been engaged under this Agreement, such a Writer, if the Program is broadcast under these rules, shall receive sixty percent (60%) of the original Script Fee as a Broadcast Fee. A Distribution Fee shall not be payable for Introductions and Bridges. Script Fees for Introductions and Bridges shall not form part of the total applicable Script Fee for the purposes of calculating all other Broadcast and Distribution Fees and royalties.

C903 Provisions governing Distribution Fee

Upon payment of the Distribution Fee, the Corporation is entitled to a licence to distribute the Program throughout the world in perpetuity, subject to payment of distribution royalties to the Writer when the royalties exceed the Distribution Fee.

Provisions governing the payment of Distribution Fees are detailed in Article GI.

C904 Division of Broadcast Fees, Distribution Fees, Residuals and Royalties

For the purposes of Article C904, Broadcast Fees, Distribution Fees, residuals and royalties are referred to as "applicable fees".

The applicable **fees** shall be shared according to writing credit(s); and, with the exception of distribution royalties which are a percentage of sales revenues, are calculated as a percentage of all Script **Fees** paid to contracted, credited Writers.

Where it **is** necessary to divide the applicable fees among the credited Writers, the division shall be as follows:

a) Dramatic and Children's Programs

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

b) Variety Programs

- i) When all the credited Writers (including the Head Writer, if applicable) are contracted as Show Writers, they shall share equally one hundred percent (100%) of the applicable fees.
- ii) When all the credited Writers are contracted **as** Contributing Writers, one hundred percent (100%) of the applicable **fees** and royalties

shall be shared among them, based on the number of minutes written **by** each Contributing Writer divided by the number of minutes in the Program.

- iii) Where all credited Writers are contracted **as** Contributing Writers, excluding the Head Writer, the applicable fees shall be shared among them, based on the ~~number~~ of minutes written by each Contributing Writer, divided by the number of minutes in the Program. Any balance shall be paid to the **Head** Writer.
- iv) When the credited Writers are contracted as **Show** Writers and Contributing Writers, the Contributing Writers shall receive a percentage of the applicable fees based on the number of minutes in the Program written by each Contributing Writer divided by the number of minutes in the Program, and the balance shall be shared equally among the credited **Show** Writers.

c) Documentary Programs

The credited Writers of the Script contracted under this Agreement shall share equally one hundred percent (100%) of the applicable fees.

C905 Theatrical Use

- a) Should the Corporation wish to acquire the rights to distribute or license the distribution of a Television Production for theatrical use. it shall first contract **with** the Writer and shall pay the Writer as follows:
 - i) In the case of a Program sixty (60) minutes or over, a sum not less than the difference between the current minimum for a feature film as detailed in the Writers Guild of Canada **IPA** between the WGC and CFTPA and APFTQ and the credited Writer(s)' original Script Fee(s) for the television Program;

- ii) In the case of a Program under ~~sixty~~ (60) minutes, one hundred and ~~fifty~~ percent (150%) of the credited Writer(s)' original Script Fee(s);

Any such payments shall be in addition to any previous payments made to the Writer(s) including Additional Drafts.

- b) The Corporation shall **make** the necessary royalty and further use payment to the Writer(s) under the appropriate provisions of this Agreement.
- c) Payments due credited Writers, when there is more than one (1) credited Writer, shall be divided according to credit.
- d) Should the Corporation **wish** to contract a Writer to prepare a Television Production and **to** include in **that** contract the right **to** distribute or license the distribution of the Program for theatrical use, it shall first contract for the broadcast rights **as** required by this Agreement and subsequently contract for conversion to theatrical use as stipulated in this Article, and this requirement shall apply equally to any Program prepared under any CO-production agreement entered into by the Corporation or to any contract ~~related~~ to the Program to which the Corporation is in any way a **party**.

C906 The Corporation **may** acquire further rights **upon** terms and conditions to be mutually agreed between the Corporation and the Writer, provided that all such agreements for further rights shall be **by written** contract **at** terms and conditions not **less** than those outlined **below**:

- a) The terms outlined in Articles C901, C902 and C903 shall **apply**;
- b) If the Corporation sells, assigns, licences, or otherwise disposes of **any** Program, it shall remain liable for payment of all applicable Script ~~Fees~~, Broadcast and Distribution Fees and royalty ~~fees~~.
- c) Should the Corporation **wish** to exploit a use not covered in this Agreement, it shall first consult with the WGC 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.

C907 When the Corporation transmits Script Material over its French language facilities, the Writer(s) shall receive the applicable Broadcast Fee as set out in Article C902 or re-use fee as set out in Article F2, whichever is applicable. It is understood that the foregoing applies only to re-broadcast rights and not to the licensing of rights to another production of the Script.

C908 The Corporation shall provide confirmation within fourteen (14) days of the first day of principal photography, or the recording date of the narration script. All broadcast dates will also be forwarded to the WGC.

ARTICLE C10 - NON-DISCRIMINATION

C1001 The Corporation agrees that there shall be no discrimination against any Writer because of age, race, sex, creed, colour or national origin.

ARTICLE C11 - HARASSMENT IN THE WORK PLACE

C1101 The Corporation and the WGC agree that Writers must be able to perform their functions free of harassment without the fear of reprisal. The Parties will establish a Joint Committee to review the Management Policy on this matter for the express purpose of discussing its application to Writers.

ARTICLE C12 - STORY EDITORS/STORY CONSULTANTS

C1201 Minimum Provisions:

- a) Story Editors/Story Consultants shall be contracted on an episodic, daily, weekly or monthly basis;
- b) **Story Editors'/Story Consultants' fees shall be negotiable.**
- c) Story Editors'/Story Consultants' fees shall not be deductible from any Development Fees, Script Fees, Broadcast and Distribution Fees, residuals or royalties.
- d) Story Editors/Story Consultants shall receive on-screen credit on each Program, the nature and location of which will be set out in the **Story Editor's/Story Consultant's** contracts. Credit notification for the Story Editor/Story Consultant shall be filed with the WGC at the same time as the Writer's notification. The Story Editor's/Story

Consultant's credit shall not directly precede or follow the writing credit.

- e) All fees for services rendered shall be paid immediately upon termination of a Story Editor's/Story Consultant's contract.
- f) Story Editors'/Story Consultants' gross fees shall **be** subject to **the** payments and deductions set out in the insurance and retirement provisions.
- g) When the duties of individuals on a Series include the functions of a **Story** Editor, they will be contracted under this Agreement and paid separate compensation for their **Story** Editor services.
- h) **A** Story Editor who provides re-write services shall not be eligible for a writing credit or any portion of the development fee, Script Fees, Broadcast and Distribution ~~Fees, residuals or~~ royalties for **those** services.
- i) **A** Story Editor who writes a Story, Screen **Story** or Teleplay shall be contracted as a Writer.

ARTICLE D1 - OBLIGATIONS OF THE CORPORATION

- D101 Assignment of Fees: Payment shall be made directly to the Writer unless written authorization has been received by the Corporation from the Writer authorizing payment to a third party.
- D102 The Corporation shall pay all sums due to 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 the Corporation of the Writer's material.
- D103 Late Payment Penalty: In the event that the WGC notifies the Corporation in writing that a payment is late, and if such payment is not made within seven (7) days following receipt of such notice, the Writer concerned will be paid an additional two percent (2%) per month from date of notice. In the event of a dispute over the payment, this Article shall not apply to that portion of the payment in dispute.
- The parties to this Agreement agree that late payments are not an acceptable practice, and the Corporation agrees that every effort **will** be made to correct the situation where it continually occurs. It is agreed that the WGC may, from time to time, request a Joint Committee at the location concerned. Such a committee will include senior Corporation officers in authority. Such matters, if not resolved, may be referred to a national Joint Committee.
- D104 When making any payment to a Writer, the Corporation shall specify the Program, the date of service, Broadcast or sale.

ARTICLE D2 - CONTRACTS

- D201 In the event a Writer fails to meet a deadline specified in such Writer's contract, the Corporation 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 providing all copyright held by the Writer in the work reverts to the Writer.
- D202 Where a Writer is contracted on a Series or for any other reason for a period of no less than thirteen (13) weeks, the Corporation will inform the Writer whether or not it intends to re-engage the Writer no later than four (4) weeks before the expiry of the Writer's contract.

- D203** When two **(2)** or more Writers are involved in the writing of a Script, each Writer shall have an individual contract with the Corporation.
- D204** Within ten (10) working days after the Corporation and Writer have agreed upon a fee, the Corporation shall offer the Writer a contract, the terms and conditions of which shall not be in conflict with any part of this Agreement.
- D205** A copy of each contract engaging any Writer, ~~Story~~ Editor or Story Consultant within the WGC's jurisdiction will be supplied to the WGC, it being understood that contracts are to be strictly confidential between the Corporation and the Writer and officers of the WGC, and the information contained in these contracts is not to be released to any other party in any way.
- D206** A Writer's Contract Fee shall be exclusive of all travel and travel-related expenses, talent fees, rights payments, or any other sums that are agreed to be required to prepare the Program.
- D207** Cancellation: A contract for more than four **(4)** consecutive Programs/items/weeks may be cancelled by either party under the following conditions:
- a) if the contract is cancelled by the Writer, four **(4)** Programs'/items'/weeks' notice shall be given;
 - b) if the contract is cancelled by the Corporation, it shall pay a sum equal to the contracted fee for four **(4)** Programs/items/weeks.
- No contract of four **(4)** Programs/items/weeks or less shall be cancellable. This Article shall not be applicable to a contract for a drama, or drama Series, which shall not be cancellable, except as otherwise provided in this Agreement.

ARTICLE D3 – CONDITIONS GOVERNING ENGAGEMENT

- D301** A Script may be contracted:
- a) as an existing complete Script;
 - b) as an Original Script with or without right of termination;
 - c) as a Commissioned Script with or without right of termination;

- d) as a Teleplay from an existing Story, Screen Story or Outline with or without right of termination;
- e) as the following Single Elements of a Script: Additional Draft, Additional Polish, drama and documentary [five (5) minutes or less], Fillers. Introductions and Bridges, Screen Story, Story, Translation. Variety Contributing Writing.

D302 No contract between the Corporation and a Writer shall provide for more than three (3) elements and a Polish for the minimum Script Fee.

D303 Script Fee Installments

When the Corporation contracts a Writer for a complete Script by installments, the Contract Fee shall be allocated to each installment and paid as follows:

- a) Drama (over 5 minutes). Children's Programming (15 minutes and over) and Variety (other than Contributing Writer)
 - i) on signing of the contract - 10%
 - ii) on delivery of the Outline - 30%
 - iii) on delivery of the First Draft - 30%
 - iv) on delivery of the Second Draft - 30%
- b) Children's Programming (under 15 minutes) and Documentary (over 5 minutes):
 - i) on signing of the contract - 33.3%
 - ii) on delivery of the Outline or First Draft - 33.3%
 - iii) on delivery of the First or Second Draft - 33.3%
- c) When the Corporation contracts for a Teleplay based on a Story or Screen Story which is provided to the Writer at the time of contracting and from which the Writer proceeds directly to a First Draft Script without preparing an Outline; or based on an Outline after termination, the Script Fee shall be allocated and paid as follows:
 - i) on signing of the contract - 20%
 - ii) on delivery of the First Draft - 60%
 - iii) on delivery of the Second Draft - 20%

- d) When the Corporation contracts for a Single Element, the Script Fee shall be allocated and paid as follows:
 - i) on signing of the contract - **50%**
 - ii) on delivery of the draft - **50%**
- e) **All other Programs:** Unless otherwise specified, Script Fee instalments for all other Programs shall be paid as per Article D303 a).

D304 The Corporation may terminate the process at the end of any stage outlined in Article D303, in which case any copyright, unless otherwise contracted, held by the Writer in the work shall revert to the Writer.

D305 Unless otherwise contracted, the Corporation shall notify the Writer 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 the Corporation not notify the Writer within twenty-eight **(28) days**, the Writer shall at once proceed to the next step.

D306 If the Corporation wants the Writer to polish the final Script, the Corporation shall notify the Writer within twenty-one **(21)** calendar days of the delivery of the final Script. If the Corporation has not requested a Polish within twenty-one **(21)** calendar days, the Corporation shall be deemed to have accepted the final Script.

D307 If the Corporation 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.

D308 Additional Writing: Should the Corporation require additional writing, the Writer shall be contracted and paid as follows:

- a) Additional Draft 33% of the original Script Fee
- b) Additional Polish - 16.6% of the original Script Fee

ARTICLE D4 - CREDITS

D401 In each contract with a Writer, the Corporation shall provide for credits to be given a Writer in accordance with the terms of this Article. In the absence of such a provision, the terms of this Article shall be deemed to be incorporated into such a contract.

- D402 On each program for which a Writer(s) furnishes material, the Corporation shall give visual credit and may, if it elects, give audio credit **as** well, except where the Writer(s) prefers otherwise. Specific time shall be reserved in each production for credits to Writers as well **as** Story Editors/Story Consultants.
- D403 a) The Producer will not share in writing credits with respect to modifications that the Producer may have made in the **Script**;
- b) Where the Producer of a Variety **show is** authorized to take a writing credit, such Producer must have a contract under this Agreement.
- D404 In any case where an individual other than the contracted Writer(s) claims or is accorded a writing credit, the Corporation shall notify the WGC and an arbitration will be conducted as provided in Article D416.
- D405 On all Dramatic Programs (including Series), credits shall be governed by the following provisions:
- a) The Main Writing Credits shall be:
- i) "BY ..." where a Writer has written **both** the Story and the Teleplay, and when the credit follows the main title credit;
- ii) "WRITTEN BY..." where the Writer **has** written both the Story and Teleplay and such credit appears elsewhere in the Program;
- iii) "TELEPLAY **BY**..." where the Writer has made a substantial written contribution to the writing of the Teleplay.
- b) Subsidiary Writing Credits
- Where a Writer contributes to a Script by providing either the Story or the Screen Story upon which the Script **is** substantially based, the Writer shall be entitled to screen credit "**STORY BY**..." or "**SCREEN STORY BY**..." **as** the case may be.
- D406 On all Documentary Programs (including Series), credits shall be governed by the following provision:

Where a Writer originates the concept for a Documentary and/or writes the Script, the Writer shall be entitled to the screen credit "WRITTEN BY..".

D407 On all Variety Programs (including Series), credits shall be governed by the following provisions:

- a) Where a Show Writer has written a Variety Program, the Writer shall be entitled to the credit "BY..." where such credit immediately follows the main title credit, or "WRITTEN BY..." where the credit appears elsewhere in the Program as specified by the Agreement;
- b) Where a Contributing Writer has written for a Variety Program, the Writer shall be entitled to the credit "CONTRIBUTING WRITER...".

D408 On all Children's Programs (including Series), credits shall be governed by the following provisions:

- a) The Writer shall be entitled to the credit "BY..." where such credit immediately follows the main title credit, or "WRITTEN BY..." where the credit appears elsewhere in the Program;
- b) Where a Writer has been contracted for three (3) minutes or less of Children's Programming, the credit shall be listed under "...WRITERS...".

D409 Where the Writer has been contracted for writing Introductions and Bridges, the Writer shall receive the credit "CONTINUITY BY ...".

D410 No other form of writing credit or subsidiary writing credit shall be permitted other than the credits outlined above and no other form of credit or acknowledgment shall be accorded to a Writer without the prior approval of the WGC.

D411 Limitation on Number of Writers Credited

- a) The number of Writers who may share a main writing credit shall not exceed two (2).
- b) The number of Writers who may be accorded subsidiary writing credits shall not exceed two (2).

- c) In exceptional cases, the numbers permitted in a) and b) may be increased by agreement between the Corporation and the WGC.

D412 Size and Position of Credits

- a) On all dramatic Programs, the Writer's credit shall directly follow the opening title of the Program or episode. In addition to such opening credit, the Writer shall receive the first "tail" credit on all dramatic Programs.
- b) A main writing credit shall not be smaller than that of the Producer and/or director of the Program, and shall not appear for a shorter time than that of the Producer and/or director's credit.
- c) **A** subsidiary writing credit shall be at least fifty percent (50%) the size of a main writing credit.
- d) **A** main and a subsidiary writing credit may appear on the same title card, but no other written material ~~may~~ appear on that card.
- e) Any writing credit other than that provided in Article **D405** a) i) shall appear on the Program next to the Producer's credit, provided that the Producer's credit is next to that of the director; in any other case, the Writer's credit shall **be** on the card next to that **of** the director.
- f) The Story Editor's/Story Consultant's credit shall not appear on the same card **as** the main writing or subsidiary writing credit nor directly precede or follow the main writing or subsidiary writing credit.

D413 Credit in Advertising and Publicity

The Corporation will include the Writer's credit:

- a) in all paid advertising related to the Program issued by or under the Corporation's direct control where the director is accorded credit. Where applicable, such credit shall **be** the same size **as** that of the director;
- b) in all press releases, handouts, fact sheets, information folders and invitations related to the Program issued by or under the direct control of the Corporation where the

director is accorded credit, and the size of such credit (where applicable) shall be the **same** as that **of** the director.

D414 Duty of the Corporation to Notify

- a) **No** later **than** twenty-one **(21) days** prior to the first scheduled day of principal photography or, in the case of a documentary, **no** later than **the** date of recording **of the final** narration, or the date of fine cut if there is no narration recording, **the** Corporation shall send **to** the WGC and **to** all Writers engaged by the Corporation **on** the production (or Writers known to have been engaged by any predecessor of the Corporation), **a** draft of the intended writing and subsidiary writing credits, worded in accordance with the provisions of Articles D405, D406, D407, D408 and D409 and showing the manner in which the Producer proposes **to** credit the **Writer(s)** and any source material.
- b) Should the Corporation make any subsequent alteration to the intended writing or subsidiary writing credits, the Corporation shall **notify** all Writers of the **Program**. Additional notification should be delivered not later than fourteen **(14)** days after the completion of filming or taping of the Program.
- c) All notifications referred to in Article D414, shall be sent by hand, facsimile, e-mail or registered mail and shall be sent to the last known address of each Writer or **his/her** Agent or to any other **address** which the Writer gives to the Corporation before the dispatch of **such** credit notification.
- d) Subject **to** the provisions of Articles **D414** a), b) and c), if, within ten **(10)** days of the date of credit notification, no objection is received by the Corporation and /or the WGC from any Writer to whom such notification has been sent, the writing **and** subsidiary writing credits **set** out in such draft shall become final **and** binding **on** all parties.

D415 Right of ~~the~~ Writer to Assume a Pseudonym

Every person who has been engaged **by** the Corporation **to** make a written contribution **to a Program** shall **be** entitled **to** forego any credit **to** which **s/he** may be entitled **hereunder**. A Writer **who** declines a credit shall, nevertheless, retain **his/her** rights **to** participate in any and all applicable fees that may be due on the exploitation of the Program. Where a Writer declines a credit, the

Writer shall inform the Corporation and the WGC of the Writer's chosen pseudonym and obtain the WGC's and the Corporation's approval.

D416 Credit Arbitration

In the case of a Program where more than one (1) Writer is credited and a dispute arises as to credits, the Corporation shall within seven (7) days of the first day of principal photography, or within seven (7) days of recording of the narration Script in the case of a documentary, pay the Broadcast and Distribution Fees due the Writer(s) to the WGC to be held in trust for such Writer(s) until a credit arbitration has been concluded.

If, within the period provided for in Article D414 d), a written objection is received by the Corporation and the WGC from any Writer to whom such credit notification has been sent, such objection shall (subject to Article D417) be dealt with as follows:

- a) The WGC shall forthwith appoint three (3) Arbitrators;
- b) Within seven (7) days of the objection being received by the Corporation, the Corporation shall deliver to the WGC three legible copies of all Script Material relating to the Program which it may have in its possession and shall notify the WGC of any such material of which the Corporation has knowledge of but does not have a copy;
- c) The Corporation shall co-operate with the Arbitrators to arrive at a just determination and furnish any available information required by the Arbitrators and shall provide a copy of the Program if available;
- d) All representations made to the Arbitrators shall be in writing. Both the Corporation and the WGC hereby recognize the need for an arbitration to be conducted in such a way as to preserve at all times the anonymity of the Arbitrators;
- e) The credit arbitration process shall not commence until all material has been made available by the Corporation and all Writers engaged on the production have concurred that the material is complete.
- f) Within twenty-one (21) days of commencement of the arbitration, the Arbitrators shall deliver their decision in writing to the Corporation and the WGC;

- g) **The** decision of the Arbitrators, or **the** majority of them in the **case** of disagreement, shall be final and binding on all parties, provided always that if the Arbitrators fail to communicate their decision to the Corporation within the period of twenty-one **(21)** days referred to in f) above, the credits set out in the applicable credit notification referred to in Article D414 shall **be final** and binding on all parties.
- h) The decision of the Arbitrators may be published in such media as the WGC may determine.

D417 Other Agreements

If the work of one (1) or more of the Writers who contributes to a program is not subject to this Agreement, then, in the event of an arbitration, the WGC may take into account the provisions of any agreement it may have with foreign associations of Writers for the determination of credit in such circumstances.

D418 Alternative Procedure

If **an** objection to proposed credits is received by the Corporation within the ten (10) day period provided for in Article D414(d), as a preliminary alternative **to** arbitration in accordance with Article D416, the Corporation may fax, e-mail or courier revised credit notification and if dispatched within **seven (7) days** of receipt of such objection, such revised credit notification shall be dealt with in accordance with Article D414 as though such revised credit notification were the original.

D419 Production Credits

References contained herein regarding the credit accorded to the director of the Program are limited to the director's credit **as** "Director" or "Directed **By**...." and **do** not refer to any "production" or "presentation" credit accorded **to the** director.

D420 Assignment of Rights

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

- a) in the case of **an** assignment of rights in such work for the purpose of the production of a Program, assume and perform the obligations to the Writer of the Corporation herein contained:

- b) in the case of a contract for the distribution or sale of any Program where the Writer is entitled to credit, such credit shall appear on all copies of the Program made or issued by such third party, and in all paid advertising (subject to the exclusion set out in Article D415) issued by or under the direct control of such third party, in which the name of the director of such film appears, and the size of the credit shall be the same as that of the director.

If the Corporation obtains a signed copy of such undertaking directly in favour of the Writer and delivers it to the Writer, the Corporation shall be deemed to have complied with its obligations hereunder and shall not be liable for any breach of contract with the Writer or this Agreement arising out of any such undertaking.

ARTICLE D5 – TRANSPORTATION, TRAVELLING AND ON-LOCATION EXPENSES

D501 When the Corporation requires a Writer to travel, the Writer shall, if transportation and/or accommodation are not provided by the Corporation, be entitled to not less than:

- a) Actual transportation expenses on scheduled carriers covering economy air, or first class rail fare or, where authorized, a car mileage allowance of

Per mile	\$ 0.44
Per kilometer	\$ 0.27

- b) A per diem rate of \$ 119.05 to cover all personal expenses when staying at a hotel, motel or similar accommodation in Canada. However, if certain meals or living accommodation are provided at the Corporation's expense, the per diem allowance shall be reduced in the following manner:

Breakfast	\$ 8.60
Lunch	\$ 11.60
Dinner	\$ 24.35
Accommodation	\$ 74.50

If a Writer is required to travel outside of Canada, the Writer shall be paid actual reasonable expenses incurred, supported by receipts.

Should ~~cat~~ mileage and/or per diem rates for Corporation ~~staff~~ exceed the minimums payable under the Agreement, the Corporation's staff rates shall prevail.

D502 It is further understood ~~that~~ the ~~terms~~ of Article D501 are minimum conditions under ~~this~~ Agreement and are subject to individual negotiation depending upon the circumstances.

ARTICLE D6 - DEPOSIT OF SCRIPTS

D601 The Corporation agrees to deposit one (1) copy of each dramatic Script it produces in radio and television in ~~an~~ agreed archival ~~system~~, and the Writer agrees ~~to~~ such deposit, under conditions to be determined by the Corporation and the WGC. It is understood that such deposits will not take place until the depositary ~~and~~ the conditions are agreed.

ARTICLE D7 - INSURANCE AND RETIREMENT PLAN CONTRIBUTION

D701 Deduction ~~from~~ Writers' Fees - WGC Dues: The Corporation shall deduct two percent (2%) of the gross fees paid to any Writer or Story Editor/Story Consultant engaged under this Agreement who is a member of the WGC, ~~and~~ shall deduct five percent (5%) of the ~~gross~~ fees paid to ~~any~~ non-member Writer. Story Editor/Story Consultant or ~~person~~ designated ~~by~~ the WGC as a non-member.

D702 Insurance: ~~The~~ Corporation shall contribute ~~an~~ amount equal to three percent (3%) of the gross fees of each Writer or Story Editor/Story Consultant engaged under this Agreement who is a member of the WGC, for insurance purposes. Insurance payments will not be paid on behalf of deceased persons.

D703 Retirement Plan: ~~The~~ Corporation shall contribute an amount equal to ~~six~~ percent (6%) of the ~~gross~~ fees of each Writer or Story Editor/Story Consultant engaged under this Agreement who is a member of the WGC, for retirement ~~benefits~~.

D704 The Corporation shall, for retirement purposes, deduct ~~from~~ all Writers or Story Editors/Story ~~Consultants, members and non-members~~, engaged ~~under~~ ~~this~~ Agreement, an amount equal to three percent (3%) of the ~~gross fees~~ earned by each Writer.

D705 Non-Members: The Corporation shall pay to the agent or broker an amount equal to nine percent (9%) of the ~~gross~~ fees of each ~~Writer~~ or Story Editor/Story Consultant engaged under ~~this~~ Agreement who is not a member

of the WGC, for disposition in such manner and for such purposes as may be determined in the absolute discretion of the agent or broker mutually agreed upon by the parties to this Agreement.

D706 All contributions and Writer or Story Editor/Story Consultant deductions for the Insurance and Retirement Plans made pursuant to this Article shall be made payable to the agent or broker mutually agreed upon by the parties to this Agreement. Deductions from Writers' fees for WGC dues shall be made payable to the "Writers Guild of Canada". All payments shall be mailed to the WGC's office and shall be payable monthly before the fifteenth (15th) of the month following the earning of such fees. They shall be accompanied by the agreed-upon remittance form.

D707 For the purposes of this Article, "Writer's gross fees" means fees for services and time provided to the Corporation and payments made for re-use, distribution, sale, etc., but exclusive of money paid to a Writer by the Corporation for expenses such as per diem allowance or travel receipts as agreed upon.

ARTICLE D8 -	II - C	NS GOVERNING ENGAGEMENT
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In addition to the provisions governing engagement (Articles C8 and D3), the following additional provisions shall apply to Variety:

D801 Where the Producer is required to attend the recording and taping of a Variety Program, it shall be stipulated in the Writer's contract.

D802 Where the Producer of a Variety show is authorized to take a writing credit, such Producer must have a contract under this Agreement.

D803 Lyrics:

a) Whenever the Corporation engages a Writer to include lyrics in a Script, the payment for the lyrics shall be deemed to be included in the Script Fee;

b) Whenever the Corporation engages a Writer to write lyrics alone, payment for the lyric shall be as per Article E304 ("Contributing Writer"). These fees shall not be subject to re-use residuals or further **use** royalties.

This Article shall not apply to a member of the American Federation of Musicians contracted to write lyrics under an agreement between the Corporation and the A. F. of M.

ARTICLE D9 - PILOT SCRIPTS

D901 Conditions Governing Engagement: When a Script becomes a Pilot Script, as defined by Article B141, an additional fee for the Pilot Script shall be negotiated with the original Writer(s) prior to the commissioning of the second Script. The minimum additional fee to the Original Writer(s) shall be fifty percent (50%) of the Writer's (s') original Contract Fee(s). Re-use and royalty payments shall be calculated on the original Contract Fee(s) plus the additional fee.

ARTICLE D10 - TEST PROGRAM SCRIPTS

1001 ii Governing it

- a) Test Program Script provisions are only applicable to Variety and/or Children's Programs;
- b) Writers for Test Programs in the areas of Variety shall be paid one hundred percent (100%) of the regular applicable Variety Script Fee;
- c) Writers for Test Programs in the areas of Children's Programming shall be paid fifty percent (50%) of the minimum applicable three (3) year pre-payment rate based on the length of the Program;
- d) The Broadcast Fee is not payable;
- e) If the Program is designated for broadcast, in the case of Variety Programs, the Broadcast Fee is payable. In the case of Children's Programming, the balance of the three (3) year pre-payment rate is payable.

ARTICLE E1 - PROGRAM DEVELOPMENT

E101 For purposes of Program development prior to the contracting of Scripts under Articles C8 and D3 of this Agreement, the Corporation may contract a Writer to prepare Development Concepts, provide professional writing services not embodied within the category of Development Concepts (i.e. promotion, presentation), as well as non-writing functions including consultation, and research by a Writer on his/her own Script.

E102 a) Non-Writing Functions: Writers contracted for non-writing functions including consultation and writer-research shall receive no less than the minimum fee of \$275.00 per day or \$1,100.00 for a five (5) day work week.

b) Professional Writing Services: Writers contracted to provide writing services outside the category of Development Concepts and not covered elsewhere in this Agreement, shall receive no less than the minimum fee of \$325.00 per day or \$1,300.00 for a five (5) day work week.

E103 a) Payment to a Writer of at least the minimum fees provided in Article **E102** above for consultation and professional writing services shall be regarded as compensation in full to the Writer for such services and shall entitle the Corporation to the full use of the results of the Writer's work in the medium concerned without additional payment.

b) Notwithstanding the provisions of Article E103 a) 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 Articles C804 and/or C805 as the case may be.

E104 Development Concepts - Single Programs and Series

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 the Corporation to submit an original idea or concept:

a) <u>Drama</u>		
i) 30 minutes or less	-	\$1,150.00
ii) 60 minutes or less	-	\$2,300.00
iii) 90 minutes or less	-	\$3,450.00
iv) 120 minutes or less	-	\$3,750.00
v) Series Bible	-	\$4,000.00
b) <u>Documentary / Variety</u>		
i) 30 minutes or less	-	\$1,000.00
ii) 60 minutes or less	-	\$2,000.00
iii) 90 minutes or less	-	\$2,800.00
iv) 120 minutes or less	-	\$3,500.00

Renewal of Development Concepts

1 year - 100% of original Contract Fee

- E105** 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 Article **E104** above shall entitle the Corporation to an option to contract the Writer to prepare Scripts exercisable within one (1) year of the date of the contract. The Corporation may exercise its option herein by furnishing notice in writing to the Writer and negotiating a contract in accordance with the relevant provisions of this Agreement. The option may be extended for an additional one (1) year period upon written notice to the Writer and payment of the renewal fee set forth in Article **E104** above. The Writer shall be offered the first opportunity to write any Script(s) based on a Development Concept that the Writer has prepared.
- E106** 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.
- E107** The development of material beyond the Development Concept stage shall be undertaken only when a contract has been issued under the provisions of Article C8 and D3 of this Agreement.
- E108** 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 E2 -- DRAMA - MINIMUM RATES]

The following shall constitute the minimum rates to be paid by the Corporation for television drama Programs:

E201	<u>Teleplay (including Story), TV Movie, Book Show, Libretto</u>	
	5 minutes or less	\$ 900.00
	10 minutes or less	\$ 1,750.00
	15 minutes or less	\$ 2,500.00
	30 minutes or less	\$ 5,000.00
	60 minutes or less	\$10,000.00
	90 minutes or less	\$15,000.00
	120 minutes or less	\$20,000.00
E202	<u>Teleplay</u> (1) based on a Story or Screen Story contracted under this Agreement; or	
	(2) based on an Outline after termination	
	15 minutes or less	\$ 2,000.00
	30 minutes or less	\$ 4,000.00
	60 minutes or less	\$ 8,000.00
	90 minutes or less	\$12,000.00
	120 minutes or less	\$16,000.00
E203	<u>Story/Screen Story</u>	
	15 minutes or less	\$ 500.00
	30 minutes or less	\$ 1,000.00
	60 minutes or less	\$ 2,000.00
	90 minutes or less	\$ 3,000.00
	120 minutes or less	\$ 4,000.00
E204	<u>Dramatization</u>	
	5 minutes or less	\$ 810.00
	10 minutes or less	\$ 1,575.00
	15 minutes or less	\$ 2,250.00
	30 minutes or less	\$ 4,500.00
	60 minutes or less	\$ 9,000.00
	90 minutes or less	\$13,500.00
	120 minutes or less	\$18,000.00

E205 Adaptation

5 minutes or less	\$ 450.00
10 minutes or less	\$ 875.00
15 minutes or less	\$ 1,250.00
30 minutes or less	\$ 2,500.00
60 minutes or less	\$ 5,000.00
90 minutes or less	\$ 7,500.00
120 minutes or less	\$10,000.00

ARTICLE E3 - VARIETY - MINIMUM RATES

E301 Variety - Type 1 - Show Writer

15 minutes or less	\$ 1,100.00
30 minutes or less	\$ 2,200.00
60 minutes or less	\$ 4,400.00
90 minutes or less	\$ 6,600.00
120 minutes or less	\$ 8,800.00

E302 Variety - Type 2 - Show Writer

15 minutes or less	\$ 880.00
30 minutes or less	\$ 1,760.00
60 minutes or less	\$ 3,520.00
90 minutes or less	\$ 5,280.00
120 minutes or less	\$ 7,040.00

E303 Variety - Type 3 - Show Writer

15 minutes or less	\$ 550.00
30 minutes or less	\$ 1,100.00
60 minutes or less	\$ 2,200.00
90 minutes or less	\$ 3,300.00
120 minutes or less	\$ 4,400.00

E304 Variety - Contributing Writer

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

3 minutes or less	\$ 180.00
Each additional minute	\$ 60.00

E305 Where more than three (3) Show Writers are engaged on a Variety - Type I show, one (1) of the Writers shall be designated as the Head Writer; and, the Corporation may, in any other case, designate one (1) Writer as a Head Writer. The Head Writer shall be paid an additional fee of not less than ten percent (10%) of the minimum Script Fee for the category of engagement.

ARTICLE E4 - DOCUMENTARY MINIMUM RATES

E401	<u>Documentary</u>	
	5 minutes or less	\$ 625.00
	10 minutes or less	\$ 1,250.00
	15 minutes or less	\$ 1,900.00
	30 minutes or less	\$ 3,750.00
	60 minutes or less	\$ 7,550.00
	90 minutes or less	\$11,300.00
	120 minutes or less	\$15,100.00

ARTICLE E5 - OTHER - MINIMUM RATES

E501	<u>Scripted Panel. Game. Quiz Shows</u>	
	15 minutes or less	\$ 550.00
	30 minutes or less	\$ 1,100.00
	60 minutes or less	\$ 2,200.00
	90 minutes or less	\$ 3,300.00
	120 minutes or less	\$ 4,400.00

E502	<u>Introductions and Bridges</u>	
	Minimum two (2) minutes of Script	\$ 200.00
	Each additional minute of Script	\$ 25.00

E503	<u>Fillers</u>	
	Written material for fillers of up to five (5) minutes in length intended for unlimited broadcast on the Corporation's facilities only for four (4) years from date of payment shall be paid for at the minimum rate of:	
	3 minutes or less	\$ 333.00
	4 minutes or less	\$ 439.00
	5 minutes or less	\$ 551.00

E504 **Translation**

A straight translation shall be paid for as an Adaptation. (It is understood that this Agreement does **not** apply to a literal translation for Non-Broadcast Use.)

E505 If the Corporation engages a Writer for **any** activity properly under WGC jurisdiction for which **a** rate structure **does not** exist, the parties **agree** to enter into **good** faith negotiations **to** determine proper compensation for such activity.

E506 Script **Fees** over one hundred and twenty **(120)** minutes shall be pro-rated based on the applicable thirty (30) minute rate.

ARTICLE E6 - CHILDREN'S PROGRAMMING - MINIMUM RATES

E601 **Conditions Governing Engagement:**

The Corporation shall not contract for **less** than three (3) minutes of Children's Programming.

E602 **Fees**

Payment of the minimum Script Fee entitles the Corporation **to:**

- a) for Script Material under **fifteen (15)** minutes:
an Outline, Draft and Polish or two (2) Drafts **and** a Polish;
- b) for Script Material **fifteen (15)** minutes and over:
an Outline, **two (2)** Drafts and **a** Polish.

E603 When a Writer is required **to** provide more than Introductions and Bridges, that is, to thematically integrate other Program material such as music or film clips, **the** length of the segment will be determined **to** be inclusive of this material.

E604 The Corporation will contract the Writer(s) for unlimited use on the CBC for either three (3) years, five **(5)** years, or seven **(7)** years.

E605 The Writer(s) shall be paid as follows:

- a) Programs or segments twenty (20) minutes or less:
 - i) For three (3) years of unlimited use on CBC, the rate will be:

\$550 for the first three (3) minutes of Script and \$100 for each additional minute;

- ii) For five (5) Years of unlimited use on CBC, the rate will be:

\$650 for the first three (3) minutes of Script and \$125 for each additional minute;

- iii) For seven (7) years of unlimited use on CBC, the rate will be:

\$750 for the first three (3) minutes of Script and \$150 for each additional minute.

- b) Programs or segments of twenty-one (21) minutes or longer, must be contracted at the thirty (30) minute Program rate.

- c) Programs thirty (30) minutes or less:

- i) For three (3) years of unlimited use on CBC, the rate will be:

\$3,250.00;

- ii) For five (5) years of unlimited use on CBC, the rate will be:

\$4,024.00;

- iii) For seven (7) years of unlimited use on CBC, the rate will be:

\$4,800.00.

- d) For programs over thirty (30) minutes the fee shall be a multiple of the applicable thirty (30) minute rate.

E606 The parties may contract for an additional three (3), five (5) or seven (7) years of use upon expiry of the initial three (3), five (5) or seven (7) year period for the minimum rates in effect at the time of renewal.

E607 Distribution Fee

- a) The Distribution Fee shall equal twenty percent **(20%)** of the applicable rate for three (3) years of unlimited use.
- b) The Distribution Fee is payable prior to the first sale.
- c) Where there are multiple credited Writers on a Children's program, they will share the Distribution Fee proportionally.

ARTICLE E7 - MORE THAN ONE WRITER ON A PROGRAM

E701 Where two **(2)** or more Writers are engaged to write a given Program, the following rates shall apply:

- a) Two (2) Writers: Each Writer to receive at least sixty percent (60%) of the **minimum fee** applicable to one **(1)** Writer;
- b) Three (3) Writers: Each Writer to receive at least fifty percent **(50%)** of the **minimum** fee applicable to one **(1)** Writer;
- c) Four (4) Writers or More: Each Writer to receive at least forty percent (40%) of the **minimum** fee applicable to one **(1)** Writer.

SECTION F - RE-USE PROVISIONS

ARTICLE F1 - OBLIGATIONS OF THE CORPORATION

F101 The provisions of this Article shall apply to all Programs contracted during the term of this Agreement. Programs produced under a previous agreement will be subject to the terms and conditions of that agreement or, with the permission of the Writer, to the terms and conditions of Appendix A. The WGC shall be notified, prior to broadcast, whenever the Corporation intends to re-use Programs contracted under a previous agreement and where the Corporation has not exercised the terms and conditions of Appendix A.

F102 Promos

The Corporation shall be entitled to broadcast and/or publish for advertising and promotional purposes, extracts from a Writer's Script provided that the Writer's name is associated with material so used, except when the length of the extract for broadcast purposes does not exceed one (1) minute. Such extracts shall never exceed two hundred and fifty (250) words for publication purposes, nor four (4) minutes for broadcasting purposes. If the Writer has signed a contract for publication previous to the signing of the Writer's contract with the Corporation, this provision may not be applicable.

ARTICLE F2 - CORPORATION RE-USE PAYMENTS

F201 a) For Broadcast Windows (Prime Time), the re-broadcast rate will be as follows:

- i) 3rd and 4th Windows - 50% of the applicable Script Fee
- ii) 5th and subsequent Windows - 45% of the applicable Script Fee

In addition, upon payment of a premium of twenty-five per cent (25%) of the re-broadcast fee, a twenty-four (24) hour Prime Time Broadcast Window may be expanded to a forty-eight (48) hour window. Only one (1) Prime Time Broadcast Window is permitted in any twenty-four (24) hour period. The premium is payable upon payment of the re-broadcast fee.

b) For Broadcast Windows (Off-Prime), the re-broadcast rate will be as follows:

- i) 3rd, 4th and 5th Windows - 40% of the applicable Script Fee

ii) 6th and 7th Windows - 30% of the applicable Script Fee

iii) 8th and subsequent Windows - 25% of the applicable Script Fee

- c) If a series not originally broadcast on a daily basis is re-used on Off-Prime at the rate of three (3) to five (5) episodes per week, the re-use rate for each Program will be twenty percent (20%) of the applicable original Script Fee. This provision may only take effect three (3) years after the original Broadcast of the Program.

F202 Re-use residuals shall be divided among credited Writers as per C904.

F203 Wherever possible, payment for re-use under this Article will be made directly to the Writer(s). Where a particular Writer cannot be identified or located after every effort has been made by the Corporation and WGC, payment will be made by the Corporation to a fund to be maintained in trust by the WGC. Such payment will satisfy the Corporation's obligations under this Article.

ARTICLE F3 - RESTRUCTURED RE-USE

F301 Should the Corporation wish to re-use a Program already broadcast:

- a) in an edited (shortened) form,
- b) in combination with another Program or Programs already broadcast,
- c) in combination with new Program and/or Script Material,
- d) in combination with another Program or Program already broadcast and new Program and/or Script Material,
- e) as an Excerpt or series of Excerpts,

the conditions of this Article shall apply.

F302 The Corporation shall advise the original credited Writer(s) and WGC in writing of the planned re-use.

F303 If a Program is re-used completely, except for minor Editing for timing purposes or commercial breaks, and no new Script Material is added, other than Introductions & Bridges, the consent of the original credited Writer(s) is not required for re-use. All other restructured re-use requires the consent of the Writer(s). Such consent shall not be arbitrarily or unreasonably withheld.

F304 If **new** Script Material is combined with restructured Program material and the original Program material was commissioned within the previous ten (10) years, the original credited Writer(s) will have the right of first refusal to write the new material.

F305 The original credited Writer(s) of restructured, re-used material shall receive credits appropriate to the length of their contribution to the restructured Program. The original credited Writer(s) shall have the option of substituting a pseudonym in the credits of the restructured Program(s).

F306 Fees

The following will apply to restructured re-use as per Article F304 (a), b), c) or d):

- a) The **minimum** fees paid for re-use shall be for the length of Program material re-used. The fee shall be calculated as the **pro-rated** per minute portion of the original Script Fee based on the length of the original Program or the pro-rated per minute current Script Fee based on the length of the new Program, whichever is the greater;
- b) The minimum fee for the re-use of restructured Program material from any one Program shall be no less than the pro-rated current Script Fee for fifteen percent **(15%) of** the new Program;
- c) The **minimum** fee for new Script Material in a restructured Program shall be **the** pro-rated per minute current Script Fee for the length and category of the new Script Material but shall be no less **than** fifteen percent **(15%)** of the Script Fee for the length and category of the new Program;
- d) The minimum fees paid for re-use of material shall be based on the category of the original material. regardless of the category of the new Program. For example, a portion of a drama Program re-used in a documentary shall be paid as a drama;
- e) The minimum fee paid for the re-use of material shall acquire the rights to one **(1)** Broadcast Window. Additional broadcast and distribution shall be paid as per Sections F and G. Broadcast and Distribution Fees will be payable for new Script Material.

F307 Excerpts

The following will apply to Excerpt use as per F301 e):

- a) **The** Corporation may take Excerpts from a Program for **use** in another Program upon obtaining the consent of the Writer and payment of the Excerpt fee which is calculated **as** follows: the pro-rated per **minute!** portion of the original Script Fee based on the length of the original Program or the pro-rated **per** minute current Script Fee based on the length of **the** current **Program,** whichever is the greater;
- b) The minimum fee for the **use** of Excerpts shall be no less than the pro-rated current Script Fee for two **(2)** minutes of Script Material in the relevant category.

Excerpt use outside the CBC shall **be** paid as per Article G112.

ARTICLE F4 - NEWS AND PROMOTIONAL PROGRAMMING

F401 Excerpts four **(4)** minutes or **less** may be **used** in the Corporation's News Programs without payment provided that the permission of the Writer(s) is obtained and a credit is provided.

Excerpts four **(4)** minutes or **less may** be **used** by the Corporation for promotional purposes without payment.

F402 Excerpts four **(4)** minutes or less appearing in a promotional magazine-style Program may **be used** without **payment** provided

- a) they are promoting a forthcoming telecast of **the** Program excerpted, or
- b) **they** are promoting the work of the Writer, or
- c) the promotional Program contains no commercial advertising.

These provisions will also apply to Excerpts **used** outside the CBC for promotional and news purposes only.

ARTICLE F5 - NEWSWORLD

F501 **Material originally contracted for NEWSWORLD**

- a) Where a Writer is contracted originally for work on NEWSWORLD, all the provisions of the Agreement shall apply.
- b) Upon payment of the contracted fee, the Corporation is entitled to unlimited use on NEWSWORLD for a period of sixteen (16) consecutive days from the first use. For use beyond sixteen (16) days, a repeat fee as provided *below* shall be payable.

F502 **Re-use of Material**

When material originally produced for the main CBC service is used on NEWSWORLD, or when material originally produced for NEWSWORLD is re-used on NEWSWORLD. the following rates shall be paid:

- a) twenty-five percent (25%) of the applicable Script Fee for sixteen (16) consecutive days unlimited use, or
- b) twenty percent (20%) of the applicable Script Fee for ten (10) consecutive days unlimited use.

F503 **Use of NEWSWORLD Material on Main Service**

In the event Program material produced originally for **NEWSWORLD** is used on the main service. the appropriate step-up fee for that service to Writers shall be paid for each single Broadcast. When the material is distributed beyond the CBC, the normal broadcast and distribution Articles shall apply in all respects.

In addition, a side letter will be signed which provides that, for previously produced material, use on NEWSWORLD shall be covered by the above re-use percentage based upon the minimum fee for the contract. The agreement of the individual Writer shall be obtained prior to the **use** on NEWSWORLD.

ARTICLE G1 - FURTHER USE - COMMERCIAL SALES

- G101 The provisions of this Article shall apply to all uses of CBC programming produced under this Agreement, other than use of a Program by CBC Television on **any** of its English and/or French language stations, network services **and/or** affiliated stations (however transmitted).
- G102 This Article shall apply to all Programs contracted during the term of **this** Agreement. Programs produced under a previous agreement will be subject to the terms and conditions of that agreement or, with the permission of the Writer, to the terms **and** conditions of Appendix A. The WGC shall be notified, prior to sale, whenever the Corporation intends to distribute Programs contracted under a previous agreement and where the Corporation has exercised the **terms** and conditions of Appendix **A**.
- G103 If, in addition to other compensation, a Writer **is** entitled to a share of gross revenues or profits (or net revenues or profits, as the case may be) from a Television Program produced under this Agreement, then the definition of Distributor's Gross, or profits used **to** calculate such Writer's share, shall be no less favourable than the definition used to calculate any other **person(s)**' share in such gross (or net) revenues or profits.
- G104 Wherever possible, payment under this Article will be made directly **to** the Writer(s). Where **a** particular Writer cannot be identified or located after every effort has been made by the Corporation **and** the WGC, payment will be made by the Corporation in trust to the WGC. Such payment will satisfy the Corporation's obligations under this Article.
- G105 Re-editing of Programs
When the Corporation wishes **to** re-edit a specific Program or a specific Program Series for **uses** specified in this Article, it shall first obtain the written consent of the original credited Writer(s). If such consent is granted, the Writer(s) shall be paid in accordance with the provisions contained in this Article. It is understood that this provision governs Programs where re-editing **involves** only the Editing of the original Program or Programs or Program Series. If additional writing is required the appropriate provisions in Article **F3** (Restructured Re-Use) shall also apply.
- G106 Distribution Fee
Distribution Fees shall **be** divided among credited Writers **as** per Article **C904**.

- a) The Distribution Fee is payable within seven (7) days of **the** first day of principal photography (or, in the case of documentaries, within seven (7) days of the recording of the narration script), or prior to first sale.
 - i) If paid within the seven (7) day period outlined in a), the Distribution Fee shall equal twenty percent (**20%**) of the total Script Fee and shall be shared by the credited Writer(s).
 - ii) If paid after the seven (7) day period but prior to the first sale, the *Distribution Fee* shall be twenty-five percent (**25%**).
 - iii) Fees paid under Article C805 shall be subject to Distribution Fees.
- b) Upon payment of the Distribution Fee, the Corporation *is* entitled to the right to distribute the Program throughout the world, in perpetuity, subject to payment of distribution royalties.
- c) Distribution royalties are not payable to the Writer until the royalties exceed the Distribution Fee received by **the** **W**riter(s).
- d) Reporting of distribution **sales** shall be **annual until** royalties are owing to the Writer(s). Subsequently, quarterly **reports** shall be sent to the WGC and the **W**riter(s).

G107 Educational Broadcast Use (Canadian)

<u>Three Years Unlimited Use</u>	<u>Percentage of the Script Fee</u>
Ontario	25%
All Canadian Provinces, other than Ontario: - each Province	10 %

When use is paid for five (**5**) Provinces, the Program may be distributed in all Provinces (*other* than Ontario).

G108 Non-Broadcast Use (Canadian and International)

When a Program produced by the Corporation is subsequently sold or distributed for Non-Broadcast Use (as defined by Article B135), the Writer shall be paid a royalty of ten percent (10%) of the Distributor's **Gross** Revenues of the Program.

G109 Distribution Royalties

Distribution royalties shall **be** divided among credited Writers as per Article **C904**.

The following royalties shall be paid when the Corporation distributes Programs produced under this Agreement for Free Television, Pay Television, Cable Television, satellite transmission, Commercial Carrier Use, the Internet, Video Compact Devices and CD-ROMS:

a) Free Television

When a Program is sold or distributed for broadcast on Free Television in any Canadian or international market, including international educational broadcast, the Writer(s) shall receive a royalty of ten percent (**10%**) of the Distributor's Gross Revenues.

b) Pay/Cable/Satellite/Commercial Carrier Use/Internet

When a **Program** is sold for Commercial Carrier Use or distributed for broadcast on Pay/Cable/satellite television or the Internet, the Writer(s) shall receive a royalty of five percent (**5%**) of Distributor's Gross Revenues.

c) Video Compact Devices/CD-ROMS

When such devices are sold or distributed in retail markets, the Writer(s) shall be paid eight percent (8%) of the absolute **gross** sales revenue received by the Corporation for all devices sold.

G110 When it **has** been established that a Writer contracted under this Agreement is eligible for payment under Article C805, that Writer shall receive ten percent (**10%**) of the royalties payable **to** the credited Writers of the Program. When more than one Writer has created an idea or characters, the ten (10%) percent shall be **shared** proportionately based on the number of characters created.

G111 The Corporation agrees to furnish the Writers Guild of Canada and Writers with annual or quarterly reports of contracted sales and actual revenues for the period within forty-five (45) days of the end of the year or quarter in which the Program is delivered.

Royalties payable to Writers for Programs having been sold and for which revenue has been received in a given quarter, will be paid to Writers at the time of submission to the WGC of the above-mentioned report.

It is understood that sales information contained in the said quarterly reports will be strictly confidential between the Corporation, the Writer or offices of the WGC and this information is not to be released to any other party in any way.

GI12 Excerpt Sales

The minimum provisions of this Article shall apply to the sale of Excerpts as follows:

- a) permission of the Writer(s) is required;
- b) a written contract between the Corporation, the Writer(s) and the purchaser of the Excerpt shall be executed prior to any sale;
- c) Writers will receive a fee of one hundred and twenty percent (120%) of the pro-rated Script Fee based on the length of the Excerpt, or will share ten percent (10%) of Corporation receipts for the Excerpt, whichever is the greater;
- d) payment shall be made by the purchaser of the Excerpt directly to the Writer(s). Insurance and Retirement Plan contributions, administration fees and dues deductions shall be forwarded to the WGC's office, along with a copy of the Writer's Excerpt contract;
- e) the fee payable for the sale of the Excerpt is not deductible from the Distribution Fee of the Program.

Nothing shall prevent a Writer from negotiating more favourable terms and conditions than those listed above.

G113 Fair Market Value

When a Program is bartered, exchanged or otherwise distributed for no licence ~~fee~~ or a token amount, the credited Writer(s) shall receive a royalty payment as per Section G based on the fair market value of the Program in the specific territorial market. The fair market value shall first be agreed in writing between the WGC and the Corporation.

The provisions of this Article will not apply if a Program or Program Excerpt is being distributed for purposes of promotion and the Corporation receives no payment for such distribution.

G114 Non-Broadcast Educational Use (Loan)

The Corporation may release a recording of a Program for Non-Broadcast Use (as defined in Article B135) to any accredited non-profit ethnic, religious, cultural or educational organization, provided that the responsible officer of the said organization or institution signs the Corporation'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 Program, the Writer's permission will be obtained.

G115 Festivals and Competitions

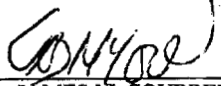
The Corporation may enter its Programs in festivals and competitions and authorize all uses ancillary and incidental thereto, without additional payment. However, if, as a result, the Programs are broadcast, the Broadcast Fee shall be paid, The Distribution Fee is also payable prior to the first sale.

Notice in Writing: The Corporation agrees to provide the WGC with notice in writing of any Program entered in any festival or competition.

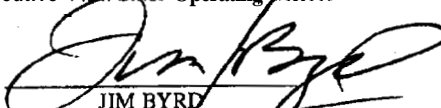
CANADIAN BROADCASTING CORPORATION



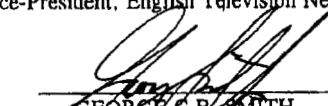
PERRIN BEATTY
President



JAMES MCCOUBREY
Executive V.P./Chief Operating Officer



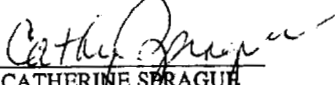
JIM BYRD
Vice-President, English Television Networks



GEORGE C.B. SMITH
Vice-President, Human Resources




FREEMAN KEATS
Executive Director, Finance



CATHERINE SPRAGUE
Director, Human Resources



ROBERT LACROIX
Director, Corporate Industrial & Talent Relations



ROBERT THISTLE
Senior Corporate Talent Relations Officer



SUE BAKER

Co-Manager, A&E Production Financing, CBC Network Television



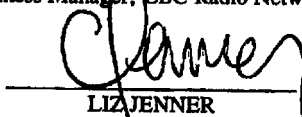
KAREN KIESER

CBC Radio Networks



LIONEL WEST

Business Manager, CBC Radio Networks



LIZ JENNER

Director, CBC Business Affairs



SHARON GRYFF

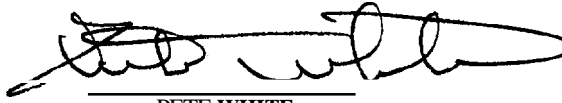
Contracts Manager, CBC Business Affairs



NORM SMITH

Project Manager, CBC Finance and Administration

WRITERS GUILD OF CANADA



PETE WHITE
President



MAIRÉAN PARKER
Executive Director

ARCHIVES

1. ARCHIVAL RE-USE

GENERAL PRINCIPLES

The provisions of part one of this Appendix shall apply to all Programs and Program Excerpts contracted prior to the term of this Agreement for CBC re-use **only**.

Prior to any re-use of a Program or Program Excerpt, the Corporation **must** notify the WGC in writing of the intended use of the Program or Program Excerpt and obtain the **Writer's** (s') written approval of the following provisions. Nothing shall prevent a Writer from negotiating more beneficial terms.

Where a Program is scheduled for re-broadcast on the Corporation as part of **the** CBC's basic television signal, the archival re-use fee is payable within fourteen **(14)** days of broadcast.

The applicable Script Fee used **to** calculate archival re-use fees will be either the applicable current minimum Script Fee or the total original contracted fee, whichever is greater (excluding **any** pre-paid re-use).

Where it is necessary to divide the archival re-use fee, the division shall follow the provisions outlined in the Writers' individual contracts and the applicable collective agreement.

The first re-use fee paid under this Appendix shall be paid at the rates for the first Broadcast Window under one of the categories listed below:

a) Prime Time

- i) Upon payment of **sixty** percent (60%) of the applicable Script Fee the Corporation shall be entitled **to** one (1) Broadcast Window (**Prime** Time);
- ii) Upon payment of fifty percent (50%) of the applicable Script Fee for **each** re-use, second, third and fourth (2nd, 3rd and 4th) Broadcast **Windows** (Prime Time) may be licensed;

iii) Upon payment of forty-five percent **(45%)** of the applicable Script Fee for each re-use, a fifth (5th) **and** all subsequent Broadcast Windows (Prime Time) may be licensed.

b) Prime Time - Forty-eight (48) Hour Windows

i) Upon payment of an additional premium of twenty-five percent **(25%)** of the applicable **Script Fee**, **the** first Broadcast Window may be extended to a forty-eight **(48)** hour window. Only one (1) Prime Time Broadcast is permitted **in** any twenty-four **(24)** hour period

ii) Upon payment of an additional premium of twenty-five percent (25%) of the applicable archival re-use fee, subsequent Broadcast Windows (Prime Time) may be extended to forty-eight (48) hour windows. Only one (1) Prime Time Broadcast is permitted in any twenty-four **(24)** hour period.

The **premiums** are payable upon payment of the archival re-use fees.

c) Prime Time Series - Multiple Use (Off-Prime)

Five **(5)** years after the original telecast of an episode of a Prime Time Series, the Corporation may re-licence Broadcast Windows (Off-Prime) for that episode as follows, provided that **the** Series is broadcast a minimum of two **(2)** times a week:

i) Upon **pre-payment** of fifty percent (50%)**of** the applicable Script Fee, the Corporation **is** entitled to two **(2)** Broadcast Windows (Off-Prime); or

ii) Upon payment **of** sixty percent **(60%)** of the applicable Script Fee, the Corporation is entitled to three **(3)** Broadcast Windows (Off-Prime).

iii) Subsequent Broadcast Windows (Off-Prime) may be purchased after the initial licence

for twenty percent **(20%)** of the applicable Script Fee.

d) Off-Prime

- i) Upon payment of ~~fifty~~ percent **(50%)** of the applicable Script Fee, Corporation is entitled to one **(1)** Broadcast **Window** (Off-Prime);
- ii) Upon payment of forty percent **(40%)** of the applicable Script Fee for each re-use, a second, third, and fourth **(2nd, 3rd and 4th)** Broadcast Window (Off-Prime) may be licensed.
- iii) Upon payment of thirty percent (30%) of the applicable Script ~~Fee~~ for each re-use, a ~~fifth~~ and ~~sixth~~ **(5th and 6th)** Broadcast Window (Off-Prime) may be licensed.
- iv) ~~Upon~~ payment of twenty-five percent **(25%)** of the applicable Script ~~Fee~~ for each re-use, a seventh **(7th)** and all subsequent Broadcast Windows (Off-Prime) may be licensed.

e) Off-Prime - Multiple Use (including Single Programs and Series)

- i) Upon payment of one hundred and twenty-five percent **(125%)** of the applicable Script ~~Fee~~, the Corporation is entitled to **five (5)** Broadcast **Windows** (Off-Prime).
- ii) After payment of ~~the~~ above, additional Broadcast Windows (Off-Prime) may be acquired at the rate of twenty-five percent **(25%)** of the applicable Script ~~Fee~~ for each additional Broadcast Window.

f) Restructured Re-Use

Article F3 shall apply to restructured re-use of archival Programs and Program Excerpts.

2. ARCHIVAL DISTRIBUTION

The provisions of part **two** of this Appendix shall apply to all Programs and Program Excerpts contracted prior to the term of this Agreement where the Corporation's licence period has expired. Prior to the continued distribution of a Program or Program Excerpt, the Corporation must notify the WGC in writing ~~of~~ the intended use **of** the Program or Program Excerpt and obtain the Writer's (s) written approval of the following provisions. Nothing shall prevent a Writer from negotiating more beneficial terms.

a) The following royalties shall be paid when **the** Corporation wishes to renew the right to distribute a Program contracted prior to the term of this Agreement. Should the Corporation and the Writer(s) agree to the following royalty schedule, the right to distribute **a** Program is deemed to be reacquired by the Corporation without a renewal of rights payment.

i) Free Television

When a Program is sold or distributed for broadcast on Free Television in any Canadian or international market, including international educational Broadcast, the Writer(s) shall receive a royalty of ten percent (10%) of the Distributor's Gross Revenues.

ii) Pay/Cable/Satellite/Commercial Carrier Use/Internet

When a Program is sold for Commercial Carrier Use or when distributed for Broadcast on Pay/Cable/satellite television or the Internet, the Writer(s) shall receive a royalty of ten percent (10%) of Distributor's Gross Revenues.

iii) Video Compact Devices/CD-ROMS

When such devices are sold or distributed in retail markets, the Writer(s) shall be paid **ten** percent (10%) of the absolute gross sales revenue received by the Corporation for all devices sold.

iv) Educational Broadcast Use (Canadian)

When a Program is sold or when distributed for Educational Broadcast in any domestic market, the Writer(s) shall receive a royalty of ten percent (10%) of the Distributor's Gross Revenues.

v) Non-Broadcast Use (Canadian and International)

When a Program produced by the Corporation is subsequently sold or distributed for Non-Broadcast **Use**, the Writer shall be paid a royalty of ten percent **(10%)** of the Distributor's **Gross** Revenues.

vi) Non-Broadcast Education Use (Loan)

The Corporation **may** release a recording of a Program for Non-Broadcast use to **any** accredited non-profit ethnic, religious, cultural or educational organization, provided that the responsible officer of the said organization or institution **signs** the Corporation'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 Program, the Writer's permission will be obtained.

b) Archival Excerpts

The provisions **of** this Article shall apply to the sale of archival Excerpts as follows:

- i) permission of **the** Writer is required;
- ii) a written contract between the Corporation, the Writer(s) and the purchaser of **the** Excerpt shall be executed prior to any sale;
- iii) the minimum fee for the use of Excerpts shall be **no** less than the pro-rated current Script **Fee** for **two (2)** minutes of Script Material in the relevant category. The Writers shall share such minimum **fee**;

- iv) Writers will receive a pro-rated fee based on one hundred and twenty percent (120%) of the original Contract Fee (or current Script Fee, if greater) or will share ten percent (10%) of Distributor's Gross for the Excerpt, whichever is greater;
- v) Payment shall be made by the purchaser directly to the Writer(s). **The** purchaser shall also make *the* Insurance and Retirement Plan contributions. administration fees and dues deductions and these monies shall be forwarded to the WGC's office, together with a copy of the Writer's Excerpt contract.

APPENDIX B

STANDARD RELEASE FORM

IT IS UNDERSTOOD

that use of the Program titled _____

being granted to _____

by the Canadian Broadcasting Corporation 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 duplicates 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 purposes, either off-air or **by** exhibition of the Program **on** any **community** television antenna (**CATV**) system.

The Licensee agrees to indemnify the Canadian Broadcasting Corporation from all claims, **liabilities** and adjustments rendered against the Canadian Broadcasting Corporation **by** virtue of the breach of **these** covenants.

Accepted and agreed to this ___ day of ___ 19___ at _____

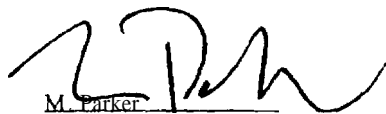
Licencee

APPENDIX C

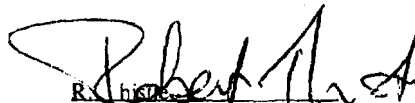
LETTER OF INTENT

APPLICATION OF AGREEMENTS

In view of the Corporation's recognition of the *Writers Guild of Canada* as the sole bargaining agent for Writers in terms of this Agreement, the Corporation agrees to engage Writers in the **WGC's** jurisdiction throughout Canada under the **terms** and conditions of the relevant Agreement and to **apply** the terms of the Agreement generally in all centres and locations. The **WGC** agrees to **make** the necessary arrangements to administer the terms of the Agreement in all centres and locations and generally to provide the **necessary** administrative structure to ensure the proper application of **this** Agreement.



M. Parker
Executive Director
Writers Guild of Canada



Robert Threlkoff
Senior Corporate Talent Relations Officer
Canadian Broadcasting Corporation

APPENDIX D

WORKSHOPS

Should the Corporation wish to initiate a workshop situation, i.e. a training or development process, not to be broadcast, for Writers and/or performers, the Corporation Management in the region concerned shall submit its workshop proposals for consideration to the Writers Guild of Canada. Any recording of workshops will be used solely for the purposes of evaluation in the context of the workshop.

In responding to such proposals, the Writers Guild of Canada will bear in mind the mutual interests of the Corporation and the WGC in developing professional talent.

APPENDIX E

LETTER OF INTENT

COPYRIGHT

It is agreed between the *parties* that, on every production **Script** in which copyright is held by the Writer, the Copyright Symbol and the following notice shall appear on the cover page of the script:

Copyright _____ 19 _____
Name of Author _____

No reproduction in whole or in part by any means whatsoever shall take place without the express written permission of the author.

APPENDIX F

THE INTERNET

During the life of the Agreement, the parties will review the use of the basic CBC signal on the Internet outside of Canada. The parties further agree *that* any change in the amount of use of the basic CBC signal on the Internet outside of Canada as it relates to basic fees, will be specifically addressed during subsequent negotiations,

APPENDIX G

LETTER OF AGREEMENT

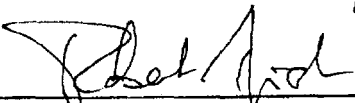
INTRODUCTIONS AND BRIDGES

The Canadian Broadcasting Corporation (CBC) and the Writers Guild of Canada (WGC) have agreed to provisions relating to the engagement of Writers to write "Introductions and Bridges". These provisions **are** contained in **the** collective agreement in force between the parties, and refer to freelance "Continuity" writing for drama, Variety and Documentary Programs. "Continuity" writing currently **falls** under the jurisdiction **of** the Canadian Media Guild (CMG) and individuals providing freelance "Continuity" writing are currently subject to the terms and conditions of the current CBC/CMG collective agreement.

The CBC **and** the WGC have further agreed that the application of the aforementioned provisions relating to "Introductions **and** Bridges" contained in **the** current CBC/WGC Radio and Television Agreements will be subject to an agreement between the CBC, the WGC and the **CMG** regarding **the** inclusion of "Introductions and Bridges" in the jurisdiction of **the** WGC.

The WGC and CBC agree that all discussions regarding **the** inclusion of "Introductions and Bridges" in the jurisdiction of the WGC will conclude no later **than six (6) months** from the date of signing this letter **of** Agreement. In the event that the parties have, in good faith, entered into such discussions, and discussions have not concluded **within** this period, all writers of Continuity for drama, Variety and Documentary will **be** contracted under the terms of the 1998-2000 CBC/WGC Radio and Television Agreements, **subject** to all statutory requirements being met necessary to transfer **the** jurisdiction of these categories of engagement **from** the CMG to **the** WGC.

Signed this 30 day of July, 1998.



For the CBC



For the WGC

WRITERS GUILD OF CANADA

123 Edward Street
Suite 1225
Toronto, Ontario
M5T 1V7

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or Toll Free in Canada: 1-800-567-9974
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CANADIAN BROADCASTING CORPORATION

P. O. Box 500
Station 'A'
Toronto, Ontario
M5W 1E6

Tel: (416) 205-3311

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