

CBC
RADIO
BROADCASTING AGREEMENT

Proposed Final Draft Agreement

between

**THE CANADIAN BROADCASTING
CORPORATION**

and

THE WRITERS GUILD OF CANADA

September 1, 1998 to August 31, 2000

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ARTICLE 11. 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 multimedia; 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, Literary Features, Variety and Documentary Programs.

AIM 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 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 ~~W~~ 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 radio, 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. The contributions 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.
- The Corporation ~~undertakes~~ to advise the Writers Guild of Canada of such productions and the name of the Writer(s) involved, at the ~~earliest~~ opportunity.

- 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 Competence 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 B114) and where no agreement exists between the independent Producer and the Writers Guild of Canada, 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.
- 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 WGC shall provide each major location with a coast-to-coast list of those members in good standing with their social insurance numbers where possible, once each year.

ARTICLE A4 - WAIVERS

A401 The parties to this Agreement may agree to grant 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 w 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 w 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 WGC will not engage in or permit a strike or work stoppage or direct any member to refrain from ~~accepting~~ engagement with the Corporation or interfere with the normal process of engagement; and, the Corporation will not refuse to engage members 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, television play, film script or other dramatic form but specifically re-written in a form suitable for production on radio with the proviso 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, or for purposes of timing, blocking or to compensate for the lack of visual cues, 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 **AUDIO COMPACT DEVICE:** Any audio device or other similar device containing a Program recorded on disc, tape (including audio cassettes) or other material and designed for replay on a personal playback system.
- B106 **BOOK/LIBRETTO:** A book or story line written for a musical work or an opera.
- B107 **BROADCAST:** The transmission of a Program, either live or by means of a recording.
- B108 **BROADCAST WINDOW:** A continuous forty-eight (48) hour period during which the Corporation may transmit a Program an unlimited number of times. The forty-eight (48) hour period commences with the first transmission. A Broadcast Window shall include simultaneous transmission over the Internet.
- B109 **CABLE:** The exhibition of Programs on a home-type playback system by means of transmission by a CATV system where subscribers obtain programming by payment of a general charge.

- B110** 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.
- B111** 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.
- B112** 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.
- B113** CONTRACT FEE: The fee specified in a contract executed between the Corporation and a Writer.
- B114** 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.
- B115** DATE OF PRODUCTION: The date or dates on which the production of a Script takes place.
- B116** DEVELOPMENT CONCEPT: The written presentation of an idea for a single Program or a Series describing the central premise, character, 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].
- B117** 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-refundable:

- 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.

B118 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.

B119 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.

B120 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.

B121 EDITING (TEXT): Deleting portions of a text without rewriting or major transpositions.

B122 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.

B123 EXCERPT: An extract or a clip containing an identifiable Script segment from a previously produced Program.

B124 FREE RADIO: Exhibition of radio Programs by means of broadcast for which the listening audience makes no payment.

- B125 **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, Canadian Media Guild (CMG) and the Corporation regarding jurisdiction over Introductions and Bridges. Such ~~agreement~~ may be deemed to form ~~pan~~ of this collective agreement.
- B126 **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.
- B127 **LITERARY FEATURE**: A documentary Script assembled from written materials from various sources on a person, subject or theme in the arts, sciences and humanities.
- B128 **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.
- B129 **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.
- B130 **NON-BROADCAST USE** Distribution of a Program which does not include:
- a) distribution ~~by~~ electronic means over distance: or
 - b) any retail sale to the general public by cassettes, discs, ~~taper~~, or any other compact device; or
 - c) exhibition or use of Programs ~~by~~, but not limited ~~to~~, any commercial carrier, such as airplanes (i.e. "in-flight"), trains, ships and buses.
- B131 **ORIGINAL SCRIPT** Original material for ~~a~~ single Program or material adapted from another medium by the Original Writer.
- B132 **ORIGINAL WRITER** A Writer who writes an Original Script for a single Program or a Writer who dramatizes or ~~adapts~~ his/her own work from another medium.

- B133 **OUTLINE**: Material submitted in a mutually agreed form, embodying an idea or ideas for a Program or a Program Series, with suggestions for the development of the idea/ideas into a Script(s).
- B134 **PAY CABLE**: The exhibition of Programs on a home-type playback system by means of 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 subscription fee.
- B135 **PILOT SCRIPT**: A drama Script which leads to a drama Series using the same concept and/or characters.
- B136 **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 ten percent (10%) of the dialogue.
- B137 **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.
- B138 **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.
- B139 **PROMOTION** Any activity which serves to advertise or publicize a Program, the work of a Writer and/or the Corporation.
- B140 **REPEAT BROADCAST**: A Broadcast of a Program on a Corporation owned or affiliated station on which it has been previously broadcast.
- B141 **SATELLITE TRANSMISSION** Sale or licensing for transmission by satellite (outside Canada).
- B142 **SCRIPT**: a) Written material being the original work of a Writer in a form suitable for use in the production of a Program including any Dramatization or Adaptation of works in non-dramatic form such as novels and short stories:
- b) Material in a non-written form suitable for use in the production of a Program.

- B143 SCRIPT FEE The fee for writing a Script which shall also include one Broadcast Window.
- B144 SCRIPT MATERIAL: Any material covered by this Agreement which includes Development Concept, Book/Libretto, **Introductions and** Bridges, Literary **Feature**, Stories, Poems, Translation, Documentary Script, Multi-Media Script, Draft Script, Polish and Additional Draft Script, for use in any form of production covered by this Agreement.
- B145 SCRIPT RESEARCH: The collecting and supplying of material as is necessary to the writing of Scripts.
- B146 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.
- B147 SINGLE ELEMENT: Additional Draft, Additional Polish, Editing, Introductions **and** Bridges, Original Drama and **Documentary (10 minutes or less)**, Stories **and** Poems, Translation and Variety Contributing Writing.
- B148 SPECULATIVE WRITING: 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.
- B149 STORY CONSULTANT A person whose duties include analysis, consultation, research and advice regarding Script Material for Single Programs.
- B150 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.
- B151 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.

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.

B152 WRITER: An author who creates Script Material.

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 is acceptable after revision or rewriting, the contracting of *such* revisions or rewriting shall be governed by the provisions of Article 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 agree 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 of a material or work which includes any material that is the copyright of third parties, the Writer 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 in accordance with the provisions of the Agreement supplied by the Writer to the Corporation, the Corporation shall not reproduce, in any manner whatsoever, such Script or any portion thereof without also reproduce and attaching thereto such copyright material. (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 rebroadcast 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 Articles 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 Corporation from all liability in connection with any successful claim or action respecting infringement of copyright 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 where the Writer's **contract** contains a provision excluding any express or implied warranty 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, 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.

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 period licensed by the Script Fee.

C803 The Corporation may terminate the services of a Writer as per the provisions of Article D2 and/or D3.

C804 If a Script based **on** an Outline, draft Script, final Script, or on material developed under the terms of Articles **E103 b), E104, and E105** is written **by** an Original **Writer(s)**, the **Writer(s)** shall have the **first** right of refusal to write the first, second or **any** Additional Drafts. Should the **Writer(s)** choose not **to** proceed, then the **Writer(s)** shall negotiate a pass-on fee of not less than **fifteen percent (15%)** of the Script Fee. The pass-on fee shall **be** paid prior to the commissioning of **the** writing of such Script by another Writer.

C805 where a **Writer** originates in an Outline, 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 fees 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 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 total 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 9 - RIGHTS

C901 Licence to Produce: 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 based on Script Material for broadcast by radio and the internet. ~~The~~ three (3) year period extends from ~~the~~ delivery of the second draft to the first day of recording. In the case of documentaries, the three (3) year period extends from the delivery of the Outline to the first day of recording;
- b) if recording has not commenced within the three (3) year period, then the rights to all Script Material, including Additional Drafts, automatically revert to the Writer(s). Should rights revert, all rights in any Additional Drafts based on the Script Material shall simultaneously revert to the relevant contracted Writer(s).
- c) the right to extend the three (3) year period by six (6) months for each Additional Draft.

C902 Exclusive Broadcast Rights: Subject to the production of a Program within the period stipulated in Article C901 a) above, the Corporation will also acquire:

- a) an exclusive three (3) year licence to broadcast a Program based on the Script Material for broadcast by radio and the internet. The three (3) year period extends from the delivery of the second draft. In the case of documentaries, the three (3) year period extends from the delivery of the Outline. Payment of at least the minimum Script Fee entitles the Corporation to one Broadcast Window.
- b) the right to extend the three (3) year period by six (6) months for each Additional Draft.

C903 Ongoing Rights: Subject to the production of the Program within the specified period in C901 a) above and payment of the minimum Script Fee, the Corporation may acquire a licence, in perpetuity for:

- a) **one (1)** non-exclusive Broadcast Window. **This** Broadcast Window shall include ~~simultaneous~~ transmission over ~~the~~ Internet.
- b) unlimited rebroadcast of the Program made ~~from~~ the contracted Script Material on CBC Radio (including simultaneous transmission over the internet), subject to payment ~~of~~ re-use fees;
- c) the right to distribute the Program throughout the world in perpetuity. subject ~~to~~ payment of distribution royalties to the Writer.

C904 Division of Residuals and Royalties

Credits determine the division of residual and royalty fees. Where it is necessary to divide such **fees**, the division shall be as follows;

a) All Programs (except Variety)

The credited Writers of a Program contracted under this Agreement **shall** share equally one hundred percent (100%);

b) Variety Programs

- i) When ~~the~~ only credited Writers have **been** contracted as Show Writers. they shall share equally one hundred percent (100%);
- ii) When the credited Writers ~~have been~~ contracted as Show Writers and Contributing Writers, the Contributing Writers shall receive **a** percentage based **on** the number of minutes in the Program written by each such **Contributing** Writer. divided by ~~the number~~ of minutes in the Program and ~~the balance shall be~~ shared equally **among** the credited Show Writers:
- iii) When the only credited Writers have been contracted as Contributing Writers. one hundred percent (100%) shall be **shared** among them, based on the number of minutes in the Program written by each Contributing Writer divided by the number of minutes in the Program.

c) **Introduction and Bridges Writers**

When an Introduction and Bridges Writer has ~~been~~ engaged under this Agreement, such ~~a~~ Writer, if the Program is distributed ~~under~~ these rules, shall receive a percentage of the applicable royalty payable based ~~on~~ the pro-rated length of the Introduction and Bridge, in relation ~~to~~ the full program length. If the Introduction and Bridges Writer shares credit with other Program Writers, the division will be as per Article C904 b) ii) as if s/he were a Contributing Writer.

C905 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 Pees 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.

C906 When the Corporation transmits Script Material over its French language facilities, the Writer shall receive the applicable re-use fees as set ~~out~~ in Section F and Appendix F. It is understood that the foregoing applies only ~~to~~ re-broadcast rights and not to the licencing of rights ~~to~~ another production of the Script.

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 development fees, Script Fees, residuals or royalties.
- d) **Story** Editors/Story Consultants shall receive an on-air 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 Fee, residuals or royalties for those services.

- i) A Story Editor who writes Script Material shall be contracted as a Writer.

SECTION D - CONDITIONS OF CONTRACTING

ARTICLE D1 - OBLIGATIONS OF THE CORPORATION

- D101 Assignment of Pees: 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;
 - c) when any contract on which a discount has been taken is cancelled, all discounts shall be repaid on cancellation.

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 the following Single Elements of a Script: Additional Draft, Additional Polish, Editing, Introductions and Bridges, Drama and Documentary (10 minutes or less), Stories and Poems, Translation and 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 Instalment

When the Corporation contracts a Writer for a Single Script by Instalment the Contract Fee shall be allocated to each instalment and paid as follows:

- a) Drama (over 10 min) 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) Documentary (over 10 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%
- e) **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%
- d) All other Programs In the event otherwise specified, Script Fee instalments for all other Programs shall be paid as per 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 in writing within twenty-eight (28) days from the receipt of any step whether or not it wants the Writer to proceed to the next step. Should 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

The Additional Polish fee shall not apply if the Polish is required to bring the Script into conformity with the broadcast length of the Program. Notwithstanding this provision, Article E701 shall apply when the Corporation chooses to accept the Script at a longer than contracted length.

ARTICLE 14 - 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 all Dramatic or Documentaw Programs, the Writer's credit shall be "BY ..." or "WRITTEN BY ..." (in the case of an Original Script); "ADAPTED BY..." (in the case of an Adaptation); "DRAMATIZED BY..." (in the case of a Dramatization).

- D403 On all Variety Programs, credits shall be governed by the following provisions:
- a) Where a Writer has written an entire Variety Program, the Writer shall be entitled to the credit "BY..." or "WRITTEN BY...":
 - b) Where a Contributing Writer has written for a Variety Program, the Writer shall be entitled to the credit "CONTRIBUTING WRITER...":
- D404 Where the Writer has been contracted for writing "Introductions and Bridges", the Writer shall receive the credit "CONTINUITY BY...".
- D405 Where the Writer has developed an original idea and the Series or Program is produced by the Corporation, the credit shall be "CREATED BY...".
- D406 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.
- D407 DUN of the Corporation to Notify
- Unless the proposed credit has been duly noted on the Writer's contract, no later than twenty-one (21) days prior to the first day of Broadcast, the Corporation shall send to the WGC and to all Writers engaged by the Corporation on the production, a draft of the intended writing credits. They shall be worded in accordance with the provisions of Articles D402, D403, D404 and D405 and show the manner in which the Producer proposes to credit the Writer(s) and any source material.
- D408 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 recording of the Program.
- D409 All notifications referred to in Article D407 shall be sent by hand, facsimile, e-mail or registered mail to the last known address of each Writer or his Agent or to any other address which the Writer gives to the Corporation before the dispatch of such credit notification.
- D410 Subject to the provisions of Articles D407, D408, D409, if, within ten (10) days of the date of the 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.

D411 **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. 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.

D412 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 D413.

D413 **Credit Arbitration**

If, within the periods provided for in Article D410, a written objection is received by the Corporation and the WGC from any Writer regarding the proposed credit(s) such objection shall (subject to Article D414) 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 contract or credit notification referred to in Article D407 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.

D414 Alternative Procedure

If ~~an~~ objection to proposed credits is received by ~~the~~ Corporation within the periods provided for in Article D410, as a preliminary alternative ~~to~~ arbitration in accordance with this article, the Corporation may fax, e-mail or courier a 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 D413 as though such revised credit notification were the original.

D415 Other Agreements

If the work of one or more of the persons who have contributed to the script of the program is not ~~subject to the terms of this~~ Article D4, then in the event of arbitration, the arbitrators may ~~take~~ into account the provisions of any agreements which the WGC may have with any foreign association of Writers for the determination of credit in ~~such~~ circumstances.

D416 Credit on 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~~ Producer is

accorded credit. Where applicable, such credit shall be the same size as that of the Producer:

- 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 Producer is accorded credit, and the size of such credit (where applicable) shall be the same as that of the Producer;
- c) on any advertising and publicity on the internet.

D417 Where the Producer of a Variety show is authorized to take a writing credit, such Producer must have a contract under this Agreement.

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 fares 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 car 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 depository and the conditions are agreed,

ARTICLE D7 - INSURANCE AND RETIREMENT PLAN CONTRIBUTION

- D701 Deduction from Writers' Pees - 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 each Writer or Story Editors/Story Consultant engaged under this Agreement, members and non-members, 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 Pees 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 - VARIETY - CONDITIONS GOVERNING ENGAGEMENT

In addition to the general conditions governing engagement (Articles C8 and D3), the following additional provisions shall apply to Variety:

- D801** Where the Writer is required to attend rehearsals and taping of a Variety Program, this 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 Dram~~ Script becomes a Pilot Script, ~~as defined by Article B135,~~ an additional fee for the Pilot Script shall be negotiated with the Original Writer prior to the commissioning of the ~~Second~~ Script. The minimum additional fee to the Original Writer shall be fifty percent (50%) of the Writer's original Contract Fee. ~~Re-use~~ and royalty payments shall be calculated on the original Contract ~~Fee~~ plus the additional fee.

ARTICLE E1 - PROGRAM DEVELOPMENT

- E101** For purposes of Program development prior to the contracting of Scripts under Article 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 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 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 Article C804 and/or C805 as the case may be.
- E104** 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) Development Concept for a Single Program in all
to be in a Series

30	minutes or less	\$ 960.00
60	minutes or less	\$ 1,925.00
90	minutes or less	\$ 2,890.00
120	minutes or less	\$ 3,850.00

b) Development Concept for a Series, other than Variety

30	minutes or less	\$ 1,205.00
60	minutes or less	\$ 2,405.00
90	minutes or less	\$ 3,610.00
120	minutes or less	\$ 4,815.00

Renewal

1st six months	50% of original Contract Fee
2nd six months	50% 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 during one (1) year from 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 two (2) periods of six (6) months each 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

E201 Original Drama, Book Show, Drama-Documentary, Libretto

5	minutes or less	\$ 565.00
7	minutes or less	\$ 755.00
10	minutes or less	\$ 960.00
15	minutes or less	\$ 1,440.00
30	minutes or less	\$ 2,880.00
60	minutes or less	\$ 5,760.00
90	minutes or less	\$ 8,640.00
120	minutes or less	\$11,520.00

E202 Dramatization

10	minutes or less	\$ 768.00
15	minutes or less	\$ 1,152.00
30	minutes or less	\$ 2,304.00
60	minutes or less	\$ 4,608.00
90	minutes or less	\$ 6,912.00
120	minutes or less	\$ 9,216.00

E203 Adaptation

10	minutes or less	\$ 624.00
15	minutes or less	\$ 936.00
30	minutes or less	\$ 1,872.00
60	minutes or less	\$ 3,774.00
90	minutes or less	\$ 5,616.00
120	minutes or less	\$ 7,480.00

E204 Editing: The rate for Editing - that is, for deleting portions of a work without re-writing or major transpositions - is fifty percent (50%) of the "Adaptation" rate. (Such fees shall not apply to Story Editing services.)

ARTICLE E3 - VARIETY - MINIMUM RATES

E301 V

15	minutes or less	\$ 775.00
30	minutes or less	\$ 1,550.00
60	minutes or less	\$ 3,100.00
90	minutes or less	\$ 4,650.00
120	minutes or less	\$ 6,200.00

E302	<u>Variety - Type 2 - Show Writer</u>	
	15 minutes or less	\$ 620.00
	30 minutes or less	\$ 1,240.00
	60 minutes or less	\$ 2,480.00
	90 minutes or less	\$ 3,720.00
	120 minutes or less	\$ 4,960.00

E303	<u>Variety - Type 3 - Show Writer</u>	
	15 minutes or less	\$ 504.00
	30 minutes or less	\$ 1,008.00
	60 minutes or less	\$ 2,015.00
	90 minutes or less	\$ 3,023.00
	120 minutes or less	\$ 4,030.00

E304	<u>Variety - Contributing Writer</u>	
	For each item (i.e. for each comedy sketch, production number, vignette, song, blackout or similar material):	
	3 minutes or less	\$ 155.00
	Each additional minute of Script	\$ 50.00

ARTICLE B4 - DOCUMENTARY - MINIMUM RATES

E401	<u>Documentary</u>	
	10 minutes or less	\$ 960.00
	15 minutes or less	\$ 1,440.00
	30 minutes or less	\$ 2,880.00
	60 minutes or less	\$ 5,760.00
	90 minutes or less	\$ 8,640.00
	120 minutes or less	\$11,520.00

ARTICLE B5 - OTHER - MINIMUM RATES

E501	<u>Literary Feature</u>	
	15 minutes or less	\$ 915.00
	30 minutes or less	\$ 1,890.00
	45 minutes or less	\$ 2,780.00
	60 minutes or less	\$ 3,705.00

90 minutes or less	\$ 5,565.00
120 minutes or less	\$ 7,455.00

A Writer engaged under E501 may perform some or all of the following functions in the preparation of the Script for a Literary Feature: conception, the research and assembly of written materials from various sources, written narration.

E502 Introductions and Bridges

Minimum two (2) minutes of Script	-	\$ 95.00
Each additional minute of Script	-	\$ 16.00

E503 Stories and Poems

5 minutes or less	\$ 285.00
10 minutes or less	\$ 560.00
15 minutes or less	\$ 845.00
30 minutes or less	\$ 1,685.00
60 minutes or less	\$ 3,370.00
90 minutes or less	\$ 5,055.00
120 minutes or less	\$ 6,740.00

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). A combined translation-Adaptation or translation-Dramatization shall be paid at the rates provided in E201.

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.

ARTICLE E6 - PRE-PAYMENT OPTION - MINIMUM RATES

E601 The following apply if a Writer is engaged, upon a contract, between the Writer and the Corporation:

- a) One (1) Additional Broadcast Window - Upon payment of an additional fee equal to thirty-five percent (35%) of the applicable Script Fee, the Corporation is entitled to one (1) additional Broadcast Window.

- b) ~~Two (2) Additional Broadcast Windows~~ - Upon payment of an additional seventy percent (70%) of the applicable Script Fee, the Corporation is entitled to two (2) additional Broadcast Windows.

E602 The following conditions apply to pre-paid Broadcast Windows:

- a) All pre-payment fees shall be contracted for prior to the first day of recording of the Program. Payment of such fees shall be within twenty-one (21) days of receipt by the Corporation of the signed agreement reflecting such rights.
- b) Pre-payment options are not renewable.
- c) Writers retain the right to negotiate more favourable pre-payment rates with the Corporation.
- d) The Corporation retains the right to utilize the additional Broadcast Window selected for a period of five (5) year from the date of the original broadcast, or for a period of five (5) years from the date six (6) months after the last day of production (whichever is earlier). After five (5) years, Corporation reuse fees as outlined in Article F201 shall apply.

(See also Appendix F • Letter of Agreement • Extended Windows)

ARTICLE E7 - GENERAL PROVISIONS GOVERNING FEES

E701 It is the understanding of both parties to this Agreement that the Writer will endeavour to deliver Script Material at the length stated in the contract. However, should the Writer deliver a Program at a length greater than was stated in the contract by mutual agreement and should the Corporation choose not to edit the Program, the Writer's Script Fee shall be increased by the appropriate per-minute rate for the actual length of Program.

E702 More Than One (1) Writer

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.

E703 While all rates for over one hundred and **twenty** (120) minutes are negotiable, such negotiated rates shall in **no** case be **less** than a pro rata minimum, calculated **on** the length of **the** Program and **based** on the thirty (30) minute **minimum** rate in the relevant **category**.

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 Program 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, three (3) minutes for broadcasting purposes. If the Writer has signed a contract for publication previous to the signing of such Writer's contract with the Corporation, this provision may not be applicable.

ARTICLE F2 - CORPORATION RE-USE PAYMENTS

F201 For Broadcast Windows, the re-broadcast rate will be as follows:

- a) 2nd, 3rd and 4th Windows • 50% of the applicable Script Fee
- b) 5th Window • 40% of the applicable Script Fee
- c) 6th and subsequent Windows • 35% of the applicable Script Fee.

F202 Re-broadcast fees are paid only to credited Writers, contracted under this Agreement.

F203 Re-use residuals shall be divided among credited writers as per C904.

F204 Wherever possible, payment for **muse** 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 the **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 and Bridges, the **consent** of the original credited **Writer(s)** is not required for re-use. All other re-structured 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 re-structured 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 re-structured, 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 re-structured **Program(s)**.

F306 Fees

The following will apply to restructured re-use as per Articles F301 a), b), c) or d):

- a) The minimum fees paid for re-use shall be for **the** length of Program material reused. **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**. **New** Script Material shall be contracted under the terms of this Agreement.

F307 **Excerpts**

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

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 Pee based on the length of the original Program or the pro-rated per minute current Script Pee based on the length of the current Program, whichever is the greater.

The minimum fee for the use of Excerpts shall be **no less** than the pro-rated current Script Pee for two **(2)** minutes of Script Material in the relevant category.

Excerpt use outside of the CBC shall be paid as per G110.

ARTICLE F4 - NEWS AND PROMOTIONAL PROGRAMMING

F401 Excerpts three (3) 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 three (3) minutes or less may be used by the Corporation for promotional purposes without payment.

Excerpts three (3) 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 news and promotional purposes only.

ARTICLE F5 - RADIO CANADA INTERNATIONAL

F501 Radio Canada International (RCI) shall produce all Programs, Program segments and recordings under the terms and conditions of this Agreement, except as otherwise provided in this Article. When a WGC member is engaged by RCI to prepare material in a language other than French, the terms and conditions of this Agreement shall apply.

F502 RCI Origination

- a) The payment of at least the applicable minimum rates set forth in this Agreement shall entitle RCI to a single Broadcast of the Script of a Program or Program segment to each RCI target area over its short-wave facilities, either live or by means of a recording. The recording may be shipped abroad to each RCI target area, and such recording must be broadcast within three (3) years from the delivery of the second draft. No other use may be made of the recording.
- b) On payment of a step-up of at least fifty percent (50%) of the applicable minimum rates set forth in this Agreement, RCI may produce a recording and distribute the recording outside Canada during a period of seven (7) years from the date final payment for the Script was due. At the end of the seven (7) years, RCI may negotiate with the Writer for

an extension of the licence to distribute the recording.
Such distribution shall be governed by the provisions of
Article F505.

F503 CBC Domestic Service Origination - RCI Use

- a) A domestic service Program produced by the Corporation may be broadcast **once** to each target area over the short-wave facilities of RCI, either simultaneously or delayed by means of recording. The Broadcast must take place within three (3) years **from** the delivery of the second draft.
- b) RCI may contract with a Writer for the making of a recording of a Corporation domestic service Program. and, subject to that contract, the payment to the Writer of a step-up fee of at least twenty-five percent **(25%)** of the Contract Fee shall entitle RCI to send the recording abroad to each RCI target area. Such recording may be broadcasts in RCI target areas during the period of five **(5)** years from the date of first release by RCI, which **date** shall be no later than two years from the delivery of the second draft, or two **(2)** years from the date of first Broadcast of the Program in Canada, whichever is the sooner.
- c) RCI may negotiate a contract with a Writer to acquire a licence **to distribute** a recording of a domestic service Program outside Canada. **On** payment of a step-up fee of at least fifty percent **(50%)** of the Contract Fee, RCI may distribute **such** a recording during **the** period of five **(5)** years from the **date** of first release by RCI, which date shall be no later than two **(2)** years from the delivery of the second draft, or two **(2)** years from the date of first Broadcast of the Program in Canada, whichever is the sooner. Such distribution shall be governed by the provisions of Article **F505**.

F504 An RCI Program, Program segment or recording may **be** re-run and paid for according to the re-use rates specified in Article F2.

F505 RCI distribution of any Program or recording outside Canada shall be governed by the following conditions:

- a) A recording may be used any number of **times** during the term of **the licence** for the purposes of the licence.

- b) No recording shall be offered for sale and no use fees of any kind shall be levied.
- c) Distribution shall be done by RCI and no fees of any kind shall be paid to RCI or to any sub-agent it may appoint or engage for distribution purposes.
- d) Neither RCI nor the Corporation shall receive payment of any kind for any use of a recording.
- e) It is understood and agreed that all distribution shall be for strictly non-commercial and basically information purposes.
- f) Any use beyond that described in this Article F505 shall be subject to Article C905 c) of this Agreement.

F506 RCI target areas: Caribbean, Australia, Europe, Africa and **U.S.A.**

F507 It is agreed and understood that the fee paid includes the right to translate.

F508 The parties agree to discuss provisions relating to RCI during the life of this Agreement.

ARTICLE G1 - FURTHER USE - COMMERCIAL SALES

- G101** The provisions of this Article will apply to all **uses** of CBC programming produced under this Agreement, other than use of a program by CBC Radio 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, in 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 Radio 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** Royalties/residuals shall **not** be payable for research.

G107 Program Distribution

Distribution royalties and residuals shall be divided among credited Writers as per Article C904,

The following royalties and residuals shall be paid when the Corporation distributes Programs produced under this Agreement:

a) Educational Broadcast Use (Canadian)

<u>Three Years' Unlimited Use</u>	<u>Percentage of the Contract 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).

b) 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 B130), the Writer shall be paid as follows:

Five percent (5%) of the original Contract ~~Fee~~ on the occasion of the first sale or distribution, as a non-returnable down payment against a royalty of ten percent (10%) of ~~the~~ Distributor's Gross Revenue of the Program ~~during~~ the term the Corporation holds the rights to distribute ~~the~~ Program for such purpose.

The down payment shall be made within thirty (30) ~~days~~ of the first Non-Broadcast sale or distribution. Subsequent payments that fall due shall be made within thirty (30) ~~days~~ of any sale or distribution.

If ~~the~~ Program has been sold or distributed previously for international broadcast use or in supplemental markets, the down payment of five percent (5%) of ~~the~~ original ~~Contract Fee~~ will not apply.

c) Spoken-word Audio Compact Devices

When spoken-word radio programming (e.g. drama, Variety, documentary) is released in retail markets in audio compact device form (as defined in Article ~~E105~~), the ~~Writer(s)~~ shall be paid ten percent (10%) of the absolute gross sales revenue received by the Corporation.

d) All other Program Sales

For all Program sales, including international educational sales, the ~~Writer(s)~~ shall receive ten percent (10%) - shared on a pro rata basis as provided in Article G108 - of Distributor's Gross Revenues during the term the Corporation holds the rights ~~to~~ distribute the Program in these markets.

G108 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~~ percent (10%) shall be shared proportionately ~~based~~ on the number of characters created.

The ~~maximum~~ amount payable in character royalties by the Corporation under this Article shall not exceed thirty percent (30%) of the royalty payable to the credited Writers of the Program. Should ~~the~~ number of such characters owned ~~by~~ Writers in ~~a~~ Program exceed three (3), the maximum amount of character royalties shall be shared among these Writers, based on the number of characters

G109 The Corporation agrees to furnish Writers and the WGC 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.

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

G110 Excerpt Sales

The 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) The minimum fee for the use of the Excerpt shall be no less than the pro-rated current Script Fee for two (2) minutes of Script Material in the relevant category. In the case of more than one writer, they shall share such minimum fee.
- d) 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 greater. In the case of receipts, the Corporation shall report to the parties to the Agreement on the gross amount of receipts per Excerpt sale:
- e) Payment shall be made by the purchaser of the Excerpt, directly to the Writer(s); Insurance and Retirement Plan contributions, the administration fees and dues deductions shall be forwarded to the WGC's office along with a copy of the Writer's Excerpt contract.

All other terms of Section G shall apply unless terms and conditions more beneficial to the Writer(s) have been negotiated.

G111 Pair Market Value

When a Program or item is bartered, exchanged or otherwise distributed for no licence fee or a token amount, the credited Writer(s) shall receive a step-up of not less than fifteen percent (15%) of the original Contract Fee, for unlimited use within a twelve (12) month period from first use on the other broadcaster. The WGC shall be notified when the twelve (12) month period commences.

G112 Non-Broadcast Educational Use (Loan)

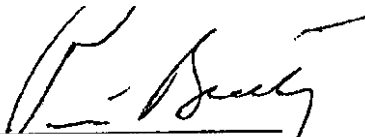
The Corporation may release a recording of a Program for Non-Broadcast Use (as defined in Article B130) to any accredited non-profit ethnic, religious, cultural or educational organization, provided that the responsible officer of the said organization or institution signs the Corporation's standard 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.

G113 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, residual fees shall be paid in accordance with the conditions set out above.

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

CANADIAN BROADCASTING CORPORATION



PERRIN BEATTY
President



JAMES MCCOUBREY
Executive V.P./Chief Operating Officer



HAROLD REDEKOFF
Vice-President, English Radio Networks



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



FREEMAN KEATS
Executive Director, Finance



CATHERINE SPRAGUE
Director, Human Resources



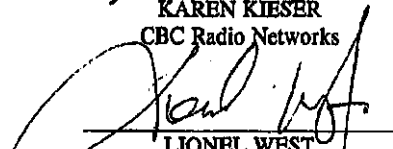
ROBERT LACROIX
Director, Corporate Industrial & Talent Relations



ROBERT THISTLE
Senior Corporate Talent Relations Officer


KAREN KIESER

CBC Radio Networks


LIONEL WEST

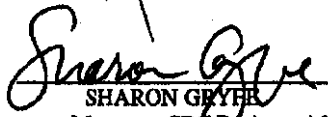
Business Manager, CBC Radio Networks


SUE BAKER

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


LIZ JENNER

Director, CBC Business Affairs


SHARON GEYHE

Contracts Manager, CBC Business Affairs


NORM SMITH

Project Manager, CBC Finance and Administration

THE WRITERS GUILD OF CANADA



PETE WHITE

President



MAUREEN 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 as part of the CBC's basic radio 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) **Re-Use Fees**

- i) Upon payment of fifty percent (50%) of the applicable Script Fee for each re-use, the first, second, third and fourth (1st, 2nd, 3rd, and 4th) Broadcast Windows may be licensed.
- ii) Upon payment of forty percent (40%) of the applicable Script Fee, the fifth (5th) Broadcast Window may be licensed.

- iii) Upon payment of thirty-five percent (35%) of the applicable Script Fee, ~~the~~ sixth (6th) Broadcast Window and all subsequent Broadcast Windows may be licensed.

b) Restructured Re-use

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

All other provisions of Section F shall apply unless terms more beneficial to the Writer have been negotiated.

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. All other provisions of Section G shall apply unless terms more beneficial to the Writer have been negotiated.

- 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 Radio

- When a Program is sold or distributed for broadcast on **Free** Radio 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 radio or the internet, the Writer(s) shall receive a royalty of ten percent (10%) of Distributor's Gross Revenues.

iii) Audio Compact Devices

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 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(s) is required
- ii) A written contract between the Corporation, the Writer(s) and the purchaser 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 Pee for two (2) minutes of Script Material in the relevant category. In the case of more than one writer, they shall share such minimum fee.
- iv) Writers will receive a fee of one hundred and twenty percent (120%) of the pro-rated Script Pee based on the length of the Excerpt or will share ten percent (10%) of receipts for the Excerpt, whichever is greater. In the case of receipts, the Corporation shall report to the parties to the Agreement on the gross amount of receipts per Excerpt sale.
- v) 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.

All other provisions of Section G shall apply unless terms and conditions more beneficial to the Writer(s) have been negotiated.

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 the 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 _____

Licensee

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 Agreements generally in all centres and locations. The WGC agrees to make the necessary arrangements to administer the terms of the Agreements 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

R. Thistle
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, **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 199 ____
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

LETTER OF AGREEMENT

EXTENDED WINDOWS

The parties agree that the following terms and conditions will apply to Script Material contracted during the life of this Agreement.

1. Upon agreement between the Writer and the Corporation, the following "extended window" pre-payment option may be applied:
 - a) One (1) continuous year of unlimited use (on CBC Radio services only) may be purchased for an additional ninety percent (90%) of the Script Fee.
 - b) Three (3) continuous years of unlimited use (on CBC Radio services only) may be purchased for an additional one hundred and twenty percent (120%) of the Script Fee.
 - c) Five (5) continuous years of unlimited use (on CBC Radio services only) may be purchased for an additional one hundred and eighty percent (180%) of the Script Fee under the terms and Conditions detailed below.
 - d) Seven (7) continuous years of unlimited use (on CBC Radio services only) may be purchased for an additional two hundred and forty percent (240%) of the Script Fee under the terms and conditions detailed below.

2. The following terms and conditions will apply to extended windows pre-paid under this Appendix:
 - a) Each extended window will commence with the first Broadcast of the Program, or six (6) months after the last day production, whichever is earlier.
 - b) Except as otherwise indicated below, all pre-payment fees shall be contracted prior to the first day of recording of the Program and payment will be made within twenty-one (21) days of receipt by the Corporation of the signed agreement reflecting such rights.

- c) Each extended window will provide CBC Radio with use of a contracted Program in its entirety by CBC Radio on any of its ~~English~~ and/or French language ~~stations~~, networks and affiliated stations (however distributed) within the designated period, after which time the normal re-use provisions contained in Article ~~F2~~ of this Agreement will apply.
- d) The Corporation shall retain the right to broadcast such Program in two (2) or more parts, without additional Editing, within the designated period.
- e) Extended windows must be selected and contracted prior to the first day of recording.
- f) Extended windows are not renewable.
- g) A Writer retains the right to negotiate terms and conditions in excess of these provisions

The parties agree that this Letter of Agreement will only ~~be~~ in effect for the life of the current Agreement, and will terminate with the current Agreement unless the parties expressly agree otherwise.

If the Corporation and the Writer contract for a five (5) year extended window or a seven (7) year extended window, the Writer will be paid and the Corporation will receive rights as per the terms and conditions governing a three (3) year window. If this Letter of Agreement ~~is~~ renewed by the parties, the Writer will ~~receive~~ the additional payment, and the Corporation will receive the additional rights.

APPENDIX G

LETTER OF AGREEMENT

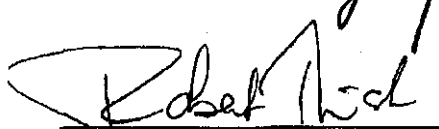
INTRODUCTIONS AND BRIDGES

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

Tel: (416) 979-7907
or Toll Free in Canada: 1-800-567-9974
Fax: (416) 979-9273
E-mail: wgc@ican.net

CANADIAN BROADCASTING CORPORATION

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

Tel: (416) 205-3311

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