

AGREEMENT BETWEEN

**THE DEPARTMENT OF FILM & VIDEO, FACULTY OF FINE ARTS
YORK UNIVERSITY**

AND

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

Concerning the participation of members of ACTRA Toronto (hereinafter referred to as **ACTRA**) in recorded productions produced up to thirty (30) minutes in length by the **Department of Film & Video, Faculty of Fine Arts, York University** (hereinafter referred to as **York**).

PREAMBLE

The parties to the Agreement recognize that students require contact with professional artists to acquire the experience and skill necessary to achieve a degree of competence and training for graduation.

Both parties also recognize the need to protect the rights of professional artists' and their recorded work

Accordingly, the parties agree to the following:

- (1) **Term.** For a period of two (2) years from **January 1, 2020 – December 31, 2021**, **ACTRA** agrees to permit members of **ACTRA** who voluntarily agree to do so to work in productions produced by **York**, which may be recorded by film or tape in conjunction with second-year, third-year and fourth-year undergraduate and/or graduate student productions under the conditions specified hereafter:
 - (a) any production in which an ACTRA member participates as a performer shall be restricted to use by **York**, for study, critique, workshop purposes, non-commercial showcase screenings for professional and student audiences, entry of the films or tapes into non-commercial film competitions, and exchange screenings with other university film departments. Any use or distribution of the production by any other institution of learning, or use in any form by any other institution, firm, corporation or individual person is prohibited except as permitted in Article 5: New and Additional Uses;
 - (b) **York** shall not use such production for the purpose of a public showing which is advertised for public use, or use the production in any commercial manner whatsoever;
 - (c) each recorded production shall be labeled in a manner to clearly prohibit use of the production except as noted in (a);

(2) **Production Standards:**

Each production at **York** involving **ACTRA** members will be treated as a professional **ACTRA** Independent Production.

The production shall be governed by the Working Environment as defined in Article A20 of the current Independent Production Agreement (IPA) negotiated by **ACTRA** in effect at the time of production.

- (a) A performer's workday shall consist of not more than eight hours. Violation of this clause will automatically activate additional worktime, overtime, and penalty provisions of the current IPA low budget agreement in effect (CIPIP).
- (b) Performers reasonable out-of-pocket expenses incurred shall be reimbursed by the student producer(s) or York including, without limitation, transportation and wardrobe expenses and meals while at a place of work. Travel arrangements when necessary shall be made at the time of booking.
- (c) Performers may have the right to accept other professional employment during the course of production of the picture, having given appropriate notice.
- (d) Performers may be subject to one audition recall following an original audition. Additional recalls are prohibited.

3) Production Information:

The following information will be filed with ACTRA:

- (a) Cast List: the name, SIN numbers and addresses of the performers involved including both members and non-members to be sent to ACTRA prior to production. York shall not use such production for the purpose of a public showing which is advertised for public use, or use the production in any commercial manner whatsoever;
- (b) Shooting Schedule, prior to production.
- (c) A copy of the script, prior to production.
- (d) Copy of the Film Budget, prior to production.
- (e) Signed contract(s) with all performers.
- (f) Daily Work Reports signed by the producer or their designate and each performer.
- (g) A statement of actual payments (as per Article B1) to performer during production.
- (h) Remittance Statement will be submitted based on the currently applicable ACTRA collective agreement.

(4) Considerations:

- (a) Principal Performers will receive a recording of the production on DVD or other acceptable format, containing the scenes in which they participated.
- (b) All principal performers will be listed in all comprehensive publicity issued by York concerning the film in which they appear.
- (c) Each recorded performance shall provide written credit to ACTRA in a manner such as the following:
"The producer acknowledges the cooperation of ACTRA Toronto in the production of this Film".
- (5) New and Additional Uses, including Festival and Streaming Platforms (such as YouTube):

- (a) In the event **York**, or the copyright owner of the film or tape seeks to use the production in any manner other than the use(s) prescribed above, the production shall be governed by and subject to:
- (i) **York** or the copyright owner of the film or tape shall advise **ACTRA** in writing of any contemplated or proposed new or additional use of the production prior to any consent or approval by **York**, or the copyright owner for such new or additional use;
 - (ii) the **ACTRA** member(s) shall have the right of refusal to allow such new or additional use of the production; Permission will not be unreasonably withheld. Any disagreement will be referred to a Joint Committee composed of equal representation from **ACTRA** and **York**.
 - (iii) all Performers must be notified in advance and give written permission for use of the production in Festivals and/or on streaming platforms such as Youtube;
 - (iv) upon the approval of **ACTRA** and the member(s) concerned, the production shall be governed by the requirements of the Independent Production Agreement(s) negotiated by **ACTRA** in effect at the time of such new or additional use including in respect of the payment and distribution of the required percentage of gross revenue to the Performers;
 - (v) Should **York** or the copyright holder of the film wish to divest itself of the product, they will provide **ACTRA** with an Assumption Agreement in the form set out in the Independent Production Agreement(s) negotiated by **ACTRA** in effect at the time of such new or additional use which will transfer all reporting obligations to the new party as noted in the Assumption Agreement. Only once a fully executed Assumption Agreement has been delivered to **ACTRA** will **York** or the copyright holder of the film be relieved of their ongoing reporting obligations to **ACTRA**.

Notwithstanding the above, productions that are mock commercials or PSA's may not be used in any other manner than those described in Article 1(a).

- (b) Each **ACTRA** member participating in the production shall be provided a cassette, disc or recording of the production as the case may be, free of any charge or payment. It is understood that the use of the cassette, disc or recording of the production shall be subject to the same limitations as those imposed upon **York**, provided herein.

This Agreement may be renewed on an annual basis by mutual written consent. Such consent may be provided in the form of an email acknowledgement by both parties of their intent to renew for an additional one-year period. Proposed changes to this agreement by either party will require notice within 30 days of expiry of an annual period of the Agreement.

On Behalf Of:

YORK UNIVERSITY
DEPARTMENT OF FILM & VIDEO
FACULTY OF FINE ARTS



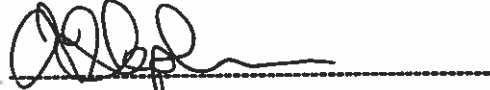
(Signature)

PRINT NAME: Melissa Behamy

December 13, 2019

Date

ALLIANCE OF CANADIAN CINEMA,
TELEVISION AND RADIO ARTISTS -



(Signature)

ALISTAIR HEPBURN

Director

Film, Television & Digital Media

ACTRA Toronto

PRINT NAME: _____

Dec. 16/19

Date

REGISTRATION FORM

YORK UNIVERSITY/ _____ (PRODUCER) AGREEMENT
(Name of Student Producer)

NAME OF SUPERVISING PROFESSOR & CONTACT EMAIL: _____

The undersigned _____, the producer and title-holder of
(Name of Student Producer)

the student film entitled _____ hereby agrees to and with
(Title of production)

ACTRA, representing ACTRA members engaged as performers in the film or tape, to be bound by the Agreement entered into between York University and ACTRA.

dated _____ 2020-2021 receipt of which is hereby acknowledged.
(Date of ACTRA/York Agreement)

The undersigned agrees to pay when due any fees due to performers as provided for in the York University -ACTRA Agreement.

Dated at _____ this _____ day of _____,
(City) (Date) (Month) (Year)

Signature of Student Producer

Telephone

Print Name

Email Address

Address (Street No. & Name)

Registration #: _____
(to be filled in by ACTRA)

City, Province, Postal Code

PRODUCTION INFORMATION: My production has Minors, Stunts and/or Nudity

copy to: ACTRA Toronto (by email to Business Rep Gail Hauptert, ghauptert@actratoronto.com
and to Associate Business Rep, Nadine Brito at nbrito@actratoronto.com
and to York University

**STUDENT PRODUCER INFORMATION SHEET
FOR RECORDED PRODUCTIONS UP TO 30 MINUTES IN LENGTH
YORK UNIVERSITY**

*Second-year, third-year and fourth-year undergraduate and/or graduate students in the
Department of Film & Video, Faculty of Fine Arts*

ACTRA Toronto Performers currently has agreements with several educational institutions which allow student producers in specific programs to engage full ACTRA members and apprentice members in the productions required for their studies. These agreements provide student producers with productive opportunities to work with professional performers in their creative endeavours.

1. Student producers should first obtain a copy of the relevant Student Film Agreement from their educational institution along with a copy of this Student Producer Information Sheet. Please read these documents carefully.
2. The last page of the Agreement is a student producer sign-on or registration form which must be filled out by the student producer and emailed to ACTRA Toronto attention: Business Rep. Gail Hauptert, ghauptert@actratoronto.com and to Asst. Business Rep., Nadine Brito at nbrito@actratoronto.com prior to the audition process. This registers your project with ACTRA, signs the production on to the master agreement and allows the student producer to engage ACTRA members and/or Apprentice members on their production. By signing this form and sending it in to ACTRA, you are agreeing to abide by the terms and conditions of the Student Film Agreement that ACTRA has with your school. There is no requirement that all cast members be ACTRA members or Apprentices.
3. Once the Student Producer sign on form is received by ACTRA, you will be assigned an ACTRA Registration Number. You should provide this number to the Performers and include it on all your ACTRA paperwork.
4. When auditions are complete, if ACTRA Full Members, Apprentice Members or AABP Members are cast, the following information should be submitted to Business Rep., Gail Hauptert, ghauptert@actratoronto.com and to Asst. Business Rep., Nadine Brito at nbrito@actratoronto.com
 - a) Cast List as defined in Article 3 (a), prior to production
 - b) Shooting Schedule, prior to production
 - c) Script, prior to production
 - d) Budget, prior to production
 - e) Signed Contracts with performers, when available
 - f) Daily Work Reports, when available.
 - g) Any payments to performers and appropriate remittances, if applicable.
5. Currently, ACTRA Apprentice and AABP Members do not require an ACTRA Work Permit to participate in a registered Student Film nor would they be able to obtain a credit towards full membership through their participation in a registered student film.
6. Each Performer should be provided with a contract containing the student producer contact information and production title, as well as the role and dates of performance. The contract should state that it is "subject to the terms and conditions of the Agreement between ACTRA and" the particular educational institution. (A contract template is attached.)

7. Student producers should be prepared to provide a copy of the agreement between ACTRA and their educational institution to performers cast in the student production.

General information regarding student films may also be viewed on our website at www.actratoronto.com. If you have questions or concerns regarding your student production, please contact Business Rep., Gail Hauptert, ghauptert@actratoronto.com; 416-642-6709 or Asst. Business Rep., Nadine Brito at nbrito@actratoronto.com.

ACTRA PERFORMER CONTRACT
For Student Productions

Educational Institution: **York University** Registration #: _____

Student Producer Name: _____

Address: _____

Telephone # and Email: _____ / _____

Contracts with:

Performer Name: _____

Address: _____

Telephone # and Email: _____ / _____

Name of Guardian, if minor: _____

Social Insurance Number: _____

ACTRA Number: _____

To perform the Role of : _____

Performance Category: _____

In the production entitled: _____

On the following date(s): _____

This agreement is subject to the terms and conditions of the Student Agreement between ACTRA and York University dated 2020 /2021.

The parties to this agreement warrant that they have familiarized themselves with the provisions of the Student Agreement and are bound by its terms.

(Signature of performer)

(Signature of producer)

(Please print name)

(Please print name)

(Date)

(Date)