

AGREEMENT BETWEEN

**THE DEPARTMENT OF CINEMA AND MEDIA ART, SCHOOL OF ARTS, MEDIA,
PERFORMANCE AND DESIGN,
YORK UNIVERSITY**

AND

**ALLIANCE OF CANADIAN CINEMA, TELEVISION AND RADIO ARTISTS –
ACTRA TORONTO**

Concerning the participation of members of ACTRA Toronto Performers (hereinafter referred to as **ACTRA**) in recorded productions produced up to thirty (30) minutes in length by the **Department of Cinema and Media Arts, School of Arts, Media, Performance and Design, 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 three (3) years from January 1st, 2022 to December 31st, 2024, ACTRA agrees to permit members of ACTRA who voluntarily agree to do so, to work in productions produced by **York**, which may be recorded 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, including a digital showcase, provided it is password protected, entry of the Production into non-commercial film competition 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);
 - (d) all casting notices must state that this is a student production and identify which school the Producer attends.

(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 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) York or the Student Producer shall provide workers' compensation insurance or equivalent insurance coverage to all eligible Performers. A summary of such coverage shall be provided to the Performer upon the Performer's request to the Producer.
- (d) Performers may have the right to accept other professional employment during the course of production of the picture, having given appropriate notice.
- (e) 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: Name, SIN number and address of the Performers involved including both Members and Non-Members to be sent to **ACTRA** prior to production.
- (b) Shooting schedule, prior to production.
- (c) Copy of the script, prior to production.
- (d) Detailed description of any scenes involving nudity, intimacy or sexual violence; stunts or action sequences, or scenes involving Minors
- (e) Copy of the Film Budget, prior to production.
- (f) Signed Contract(s) with all Performers.
- (g) Daily Work Reports signed by the Producer or their designate and each Performer.

- (h) A statement of actual payments (as per Article B1) to Performer during Production.
 - (i) 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 an 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 Production 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):

In the event **York** or the copyright owner seeks to use the Production in any manner other than the use(s) prescribed above, the Production shall be governed by and subject to:

- (a) **York** or the copyright owner of the Production 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;
- (b) **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**.
- (c) 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;
- (d) upon the approval by **ACTRA** and the Member(s) concerned, the Production shall be governed by the requirements of the current Independent Production Agreement (IPA) 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;;
- (e) Should **York** or the copyright holder wish to divest itself of the Production, they will provide **ACTRA** with an Assumption Agreement in the form set

out in the Independent Production Agreement (IPA) 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 Production 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).

This Agreement may be renewed upon the expiry of the current term, 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 three-year period. Proposed changes to this Agreement by either Party will require notice within 30 days of expiry of the Agreement.

On Behalf Of:

**SCHOOL OF ARTS, MEDIA,
PERFORMANCE AND DESIGN
YORK UNIVERSITY**

**ALLIANCE OF CANADIAN CINEMA,
TELEVISION AND RADIO ARTISTS -
ACTRA TORONTO**



(Signature)

Mathew Da Silva

(Print Name)

02/22/2022

(MM/DD/YYYY)

DocuSigned by:
Gail Hauptert
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(Signature)

Gail Hauptert

(Print Name)

April 8, 2022

(MM/DD/YYYY)