

Agreement between the

National Film Board of Canada (NFB)

and the

Directors Guild of Canada

(DGC)

January 1, 2015 – December 31, 2016



13973 (02)

TABLE OF CONTENTS

Preamble	3
1 – Definitions	4
2 - Recognition and Application	6
3 - Rights and Obligations	9
NFB Rights and Obligations.....	9
DGC Rights and Obligations	10
Director/First assistant director’s Rights and Obligations	11
4 – Creative Rights Provisions	12
5 - License of Rights	13
6 - Contracts	15
7 - Grievance and Arbitration	17
8 - Warranty and Indemnity	19
9 - Health and Safety	21
10 - Travel and Accommodations	22
11 - Director Performance Assessment	24
12 – Termination, Cancellation, Force Majeure	26
13 - Credits	28
14 - Previews and Copy of Production	30
15 - Principles of Remuneration of the Director	31
16 - Minimum Fees and Schedule of Payments for Directors	33
General Schedule of Payments Provisions.....	33
Documentary Productions	34
Animation Productions	36
Drama Production	38
17 - Versioning	40
18 - Contributions (Pension, Insurance) & Deductions (Professional Dues)	43
19 – Use Fees for Directors	44

20 – Co-Producer Provisions	46
21 – General Provisions	49
Appendix A	52
Director’s Contract Form	52
Appendix B	53
First Assistant Director’s Contract Form	53
Appendix C	54
Letter of Adherence for Co-Productions.....	54
Appendix D	55
Purchaser’s Assumption Agreement.....	55
Appendix E	56
Remittance Form	56
Appendix F	56
Report on Revenues.....	56
Appendix G	61
NFB Workplace Harassment Policy	61
Letter of Agreement 1	69
Letter of Agreement 2	71

Note: *Use of the masculine in the texts in this Agreement is generic and applies to both men and women.*

PREAMBLE

Whereas the DGC and the NFB jointly wish to foster a spirit of cooperation and creativity in producing audiovisual work;

AND

Whereas the DGC and the NFB wish to support and encourage the director in his efforts to reach artistic excellence in respect with NFB's public service mandate through producing this audiovisual work;

AND

Whereas the DGC and the NFB recognize that a director plays a central role in shaping the creative vision for the Production, establishing its point-of-view, directing performers and craftspeople, respecting the film's budgetary, logistical and schedule limitations, and participating thoroughly in all aspects of development, pre-production, production and post-production;

THEREFORE,

The DGC and NFB have come to agree on the following terms and conditions to achieve these goals.

1 – DEFINITIONS

- 1.01 Animation Production** means a Production consisting predominantly of a photographed series of drawings or electronically generated images or other means that simulate motion. These include but are not limited to: CGI, stop motion, motion capture and traditional animation. Animation techniques may be used exclusively or in combination.
- 1.02 Budget** means the total authorized budget of all services and expenses, including but not limited to all development, production and post-production fees, salaries, services and related expenses, as approved in writing by:
- (a) the co-producer; or
 - (b) the NFB director general, or his delegate.
- 1.03 Development Phase** is the step where scripts or outlines are refined, storyboards or animatics are completed, technical approaches are tested and the production process is established. This phase may include exploratory work such as pre-shoots, technical prototyping or the development of sample artwork. Research is conducted on intended audiences and markets and a preliminary marketing plan completed. Budgets and production schedules are prepared. Development concludes with a full proposal for completion.
- 1.04 Distant Location** is any location where a director/first assistant director is required to remain away and be lodged overnight.
- 1.05 Documentary** means an information Production not designed to be purely entertainment, and which may include drama, animation or variety techniques in achieving its information goal.
- 1.06 Drama** A Production intended to tell a story, through scripted action and dialogue, using performers.
- 1.07 Force Majeure** means an unforeseeable and irresistible event, external to the party, which renders impossible the performance of an obligation.
- 1.08 Gross Fee** means the total compensation which the NFB owes to a director/first assistant director for work or services, including use fees, but excluding insurance and retirement contributions, advances, rentals and expenses, such as per diem allowances or travel costs.
- 1.09 Investigate Phase** is a usual first step for NFB projects. A modest budget is advanced under the management of an NFB producer to construct an investigate report which indicates the direction in which the project will be developed, results of preliminary research, what is

interesting and important about the subject, what is stylistically original or innovative in the approach, who the intended audience is and what the potential market might be.

- 1.10 Launch Phase** is the step where the NFB marketing manager prepares and implements a launch strategy that identifies target audiences and how best to reach them and develops promotional materials. The marketing manager works with other NFB communications and distribution experts to reach audiences effectively, whether through a community-based approach or a more traditional promotion and distribution campaign. Where appropriate, the Launch Phase may include a premiere presentation at a special event or festival. It is also common to create a website or a web presence within a larger site to accompany the release of a new work.
- 1.11 Post-Production Phase** is the general term for all stages of production occurring after the actual recording and ending with the completed work. It includes those production activities following image capture (if live action) or image creation (if animation). These include editing of picture and sound, music composition and recording, voiceover recordings and may include special effects, computer graphics and image compositing. Titles and credits are prepared. The film is edited; music tracks (and songs) are composed, performed and recorded; sound effects are designed and recorded; and any other computer-graphic 'visual' effects are digitally added, and the film is fully completed. Technical release variations are prepared, including on-line sessions for digital or video release and film recording and/or test printing for film based release.
- 1.12 Production** means the audio-visual work, in any format including, but not limited to, analog and digital, recorded on film, tape or otherwise, and includes, without limitation, a Documentary, Animation or Drama Production (including each Production in a series of Productions), regardless of the method of production or delivery.
- 1.13 Production Phase** includes pre-production and production. Pre-production includes (as appropriate) finalizing of shooting schedules and locations, recruiting of crew, casting of performers, other preparatory work in advance of image capture or creation and in line with project goals. Production includes the documentary capture of events or interviews, the dramatic capture of performances, the design and creation of animation sequences, the acquisition of stock and/or archival materials.
- 1.14 Versioning** is the completion of alternate forms of the original work and could include the following variations: adaptation, updates or revisions, version for language, version for length as defined in article 17.

Technical alternatives, where the content remains intact and is merely transferred to a new delivery format, are not versions for the purposes of this definition.

2 - RECOGNITION AND APPLICATION

2.01 Bargaining Unit

As per the DGC certification issued by the Canadian Artists and Producers Professional Relations Tribunal (CAPPRT) on July 16th, 2003, the NFB recognizes the DGC as the exclusive bargaining agent for all independent contractors who are permanent residents of Canada or Canadian citizens, engaged in any Production by the NFB, to perform the function of director or first assistant director (first assistant director)

And excluding:

- (a) artists covered by the certification granted to the Association des réalisateurs et réalisatrices du Québec (ARRQ) by the Tribunal on December 30, 1997 namely:

"All independent contractors engaged by a producer subject to the Status of the Artist Act to perform the functions of a director, and who:

- a. are domiciled or resident in the province of Quebec and who direct an audio-visual production in the French language or in any language other than English; or*
- b. direct an audio-visual production in the French language or in any language other than English when the shooting takes place primarily in the province of Quebec;*

excluding professional independent contractors in the field of visual arts engaged in video art who are covered by the certification granted by the Canadian Artists and Producers Professional Relations Tribunal to the Regroupement des artistes en arts visuels du Québec on April 15, 1997."

And excluding:

- (b) first assistant directors covered by the certification granted to the Regroupement APVQ-STCVQ by the Tribunal on March 4, 2003.

2.02 The terms of this Agreement are the result of negotiations between the NFB and the DGC.

2.03 This Agreement sets forth the minimum rates and working conditions under which directors/first assistant directors may be engaged in a Production of the NFB in Canada.

2.04 This Agreement shall apply, individually or through his loan-out corporation, to each independent contractor covered by DGC certification engaged by the NFB.

2.05 In any Co-Production, if requested by the DGC, the NFB will advise which of the co-producer or the NFB is retaining the services of the director/first assistant director.

In all cases where the NFB is retaining the services of the director/first assistant director, this Agreement will apply.

- 2.06 Co-Productions** When the NFB enters into co-production (as defined by the NFB's Policy on Co-Production with Independent Canadian Producers) and the NFB's financial participation is a minimum of forty per cent (40%) of the total budget, and where the co-producer is designated to be the engager for the director/first assistant director for this Co-Production, the NFB shall require such co-producer to adhere to this Agreement.

A copy of the Letter of Adherence (Appendix C) signed by the co-producer shall be filed with the DGC by the NFB.

- 2.07** This Agreement does not apply to Productions under the Filmmaking Assistance Program (FAP), Aide au cinéma indépendant (Canada) (ACIC) as defined by the NFB policy or to initiatives or educational training programs where the NFB holds no copyright in any resulting works.

- 2.08** This Agreement applies to a Canadian director/first assistant director even when the services are rendered to the NFB outside of Canada if the NFB is the engager.

Unless retained to render his services exclusively on locations outside of Canada, a non-Canadian director/first assistant director, engaged by the NFB is governed by the minimum terms and conditions of this Agreement.

The Agreement does not apply to a non-Canadian director/first assistant director when hired by a non-Canadian co-producer, even if some of the director/first assistant director's services are rendered in Canada.

- 2.09** The terms of this Agreement are minimum terms. Nothing herein contained shall prevent any directors/first assistant directors from negotiating and contracting with the NFB for better terms and conditions.

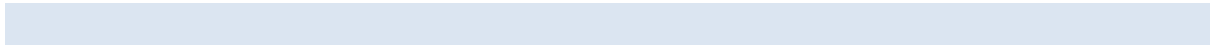
- 2.10 Administration of the Agreement** This Agreement shall be administered jointly by the DGC and the NFB in all its facets on a principle of equality between the DGC and the NFB in all matters pertaining to the administration of the Agreement's provisions.

Questions regarding interpretation of the meaning of the articles in this Agreement may be directed to the NFB or to the DGC.

Neither of the parties shall give interpretations binding upon the other without the written Agreement of the other.

2.11 Should the NFB engage directors/first assistant directors to work in Productions that fall within the jurisdiction of this Agreement, but where the terms and conditions for this work have not been specifically provided, the NFB and the DGC will meet and negotiate mutually acceptable terms and conditions before the directors/first assistant directors are engaged.

2.12 First Assistant Director Given the infrequent nature of the engagement of first assistant directors and given the varied production conditions, the NFB agrees to good faith negotiations with the DGC on a project by project basis for additional terms and conditions affecting the engagement of first assistant directors not provided in this Agreement.



NFB RIGHTS AND OBLIGATIONS

- 3.01 Rights of the NFB** Except to the extent specifically set out in this Agreement, all rights and prerogatives of management, administration and direction are retained by the NFB and may be exercised by the NFB as it, in its discretion, sees fit. Without limiting the generality of the foregoing, the NFB's rights shall include:
- (a) the right to select and engage directors/first assistant directors and other personnel; the right to establish the methods and means of production, including determining the qualification of personnel, the hours and dates personnel are required, and the location and standards of performance; methods used to ensure security of the NFB's property; and generally the right to conduct its business the most effective way it sees fit, without interference; and,
 - (b) the right to maintain efficiency, discipline and order, and to discipline and terminate directors/first assistant directors in accordance with this Agreement.
- 3.02** The NFB assumes the risk of the professional and artistic competence of the director/first assistant director.
- 3.03** The NFB's project phases are the Investigate Phase, the Development Phase, the Production Phase, the Post-Production Phase, and the Launch Phase.
- 3.04** There is no obligation on the part of the NFB to commission an Investigate Phase or a Development Phase for a project if the nature of the project allows it to be programmed without these.
- 3.05** The NFB may opt to cancel or suspend any project after completion of the Investigate or Development Phases.
- 3.06** The Investigate, Development and Production Phases need not be calendar contiguous depending on both programming decisions and on requisite financing.

DGC RIGHTS AND OBLIGATIONS

3.07 When reasonable, the NFB will make best efforts to facilitate the admittance of a DGC representative to the workplace if access is otherwise restricted.

3.08 No Discipline for Honouring Picket Line The NFB agrees that no director/first assistant director shall be disciplined in any manner, nor have his contract terminated for refusing to cross a picket line at the NFB's place of business and/or shooting location where the director/first assistant director has a bona fide concern for his personal safety.

In such a case, the director/first assistant director should immediately contact the individual producer in charge of the director/first assistant director's contract.

3.09 A director/first assistant director will not be discriminated against because of his membership in the DGC or of his participation in the activities of the DGC.

3.10 Directors/first assistant directors engaged by the NFB under this Agreement agree to abide by all applicable policies in force at the NFB.

3.11 Personal Harassment Policy The NFB and DGC acknowledge that harassment, in all its forms, is unacceptable and shall not be tolerated.

(a) The "Workplace Harassment Policy" of the NFB is incorporated as Appendix G of this Agreement.

(b) The parties agree to be governed by and abide by the rights and obligations provided in this Policy, as of the signature of the Agreement or as amended from time to time by the NFB.

(c) In all cases and throughout the process, a director/first assistant director may refer to the DGC for assistance.

(d) The DGC must be informed promptly of any disciplinary or administrative action taken by the NFB against a director/first assistant director under this Policy.

(e) The parties agree that the grievance and arbitration procedure provided in article 7 of this Agreement is applicable to a director's/first assistant director's harassment complaint.

3.12 No Discrimination All directors/first assistant directors have the right to equal application and equal benefit of the law and of the Agreement without discrimination. There shall not be any discrimination against any applicant for engagement, during the engagement or in the termination of engagement of a director/first assistant director. In particular, there shall not be any discrimination based on race, national or ethnic origin, colour, religion, sex, age, mental or physical disability.

This article is not intended to preclude the NFB from applying any of its policies or programs on affirmative action.

4 – CREATIVE RIGHTS PROVISIONS

4.01 There shall only be one director engaged to direct a Production, with the exception of a situation of true and legitimate co-directing, including in a Production which involves elements of more than one category.

4.02 A situation of co-directing implies that in the completed Production it is impossible to distinguish the respective contributions of each director. The credit provisions of article 13 apply and the two (2) directors are considered to be one director for that purpose.

4.03 It is understood that an individual that acts only as an advisor or mentor for a director is not co-directing.

Such individual is not covered by this Agreement and is not entitled to any credit under this Agreement.

4.04 The director shall be responsible and shall participate thoroughly in all creative decisions in relation to all aspects of the Production.

This includes, but is not limited to, the director's responsibility for, and participation in, all creative aspects of the editing of the Production (e.g. the preparation of the rough assembly, rough cut, fine cut and including the preparation of audio components of the Production).

4.05 The NFB shall consult the director on the preparation of any version of the production.

4.06 The NFB shall consult the director on the making of a trailer of the Production.

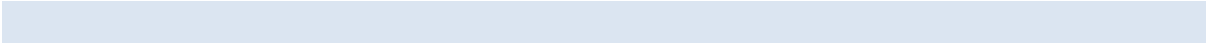
The director is not obliged to consult in this regard and there is no additional fee due.

4.07 The NFB and the director shall consult on the preparation of the Launch Phase of the production.

4.08 It is understood that the NFB has final editorial control.

5 - LICENSE OF RIGHTS

- 5.01** All rights that the director may hold or will hold in connection with the rendering of services for the Production negotiated under this Agreement and the materials supplied to the NFB by the director for incorporation in the Production shall be granted in the form of a license of such rights to the NFB.
- 5.02** Unless otherwise provided in the director's contract, an exclusive license is granted to the NFB for the use and exploitation of the Production in perpetuity, worldwide, in all markets including for promotional purposes, in any form whatsoever, via any medium and by any process, now known or hereafter devised, in whole or in part, in any language, including all Internet uses:
- (a)** with the timely and full payment of the Gross Fee;
 - (b)** with the additional payment of use fees when warranted under article 19 of the Agreement.
- 5.03** Without limiting the generality of the foregoing, such license shall include the right to perform, distribute, reproduce, adapt, translate the Production, communicate the Production to the public by telecommunication, and make the Production available to the public including in such a way that a person can access it from a place and at a time of his choice.
- 5.04** In this article, "Secondary Use Payments" means the net amounts collected and then distributed by collective societies (e.g. SACD, AGICOA) in respect of:
- (a)** the retransmission outside of Canada;
 - (b)** the performance, communication to the public (including broadcasting worldwide), private copying, rental, lending or any other use giving rise to equitable remuneration provided for, now or hereafter, by statute anywhere in the world, but excluding retransmission in North America of a Production.
- 5.05** Nothing in this Agreement or any contract to which this Agreement applies shall diminish any otherwise existing rights of the director to collect any royalties owed personally to him as director of the Production as a result of Secondary Use Payments in connection with the Production.
- 5.06** Nothing in this Agreement or any contract to which this Agreement applies shall diminish any otherwise existing right of the NFB to collect any of the so-called "producer's share" of Secondary Use Payments in connection with any Production.

- 5.07** The Gross Fee payable to the director under this Agreement shall not be reduced by, but shall rather be in addition to, any amounts received by the director on account of any Secondary Use Payments.
- 5.08** The parties hereto acknowledge that specifications for an international standard audiovisual number, ISAN, have been determined under the auspices of the International Standards Organization (the "ISAN" standard). The NFB is in the process of implementing the ISAN standards and will provide ISAN numbering to its Productions when available.
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6 - CONTRACTS

6.01 No purely oral agreement shall be binding, nor shall it constitute grounds for an investigation of a complaint by either of the parties concerned. Every contract shall be signed before the work begins.

6.02 Prior to the contracting of the director, the NFB shall make full and complete disclosure to the director of all of the existing artistic, creative and administrative commitments and requirements and of any known limitations, restrictions or other constraints in the logistics, schedule, budget or otherwise.

The parties agree that such disclosure will allow the director to raise any reservations he has regarding the NFB's declared requirements, constraints or logistics.

6.03 The contract with a director shall be in the form of Appendix A. When the NFB has approved the Budget, the NFB shall include a copy of the approved budget summary ("top sheet") and the Production schedule. Any additional terms must be attached to the form.

A contract with a first assistant director shall be in the form of Appendix B.

6.04 For the purposes of this Agreement, Productions of the NFB are classified in three categories: Documentary, Animation and Drama.

6.05 As a general rule, a Production which involves elements of more than one category shall be classified in the category which is intended to have the longest running time. The parties agree to enter into good faith discussions when such a classification is not appropriate for a specific Production. If the parties cannot reach an agreement, an arbitrator may be asked to make a ruling on the issue.

6.06 In the Investigate and Development Phases, the contract shall specify the following:

- (a) the description of deliverables by the director;
- (b) the category of the intended Production (as described in article 6.04);
- (c) the fee negotiated;
- (d) the timeline for deliveries by the director and payment(s) to the director; and
- (e) the name of the individual NFB producer responsible for the director's contract.

6.07 In the subsequent Phases, the contract shall specify the following:

- (a) the category of the Production (as described in article 6.04) and its ISAN number when available;
- (b) the intended length of the Production;
- (c) the intended versions and their respective lengths;
- (d) the fee negotiated;
- (e) the schedule of payments to the director;
- (f) the credit and its placement;
- (g) an indication of the dates and shooting locations; and
- (h) any other conditions (e.g. working facilities, working team resources).

6.08 A copy of every contract between a director/first assistant director and the NFB shall be deposited with the DGC office by the NFB within ten (10) working days of the signing of the contract by the director/first assistant director and the NFB representatives. Copies of contracts provided to the DGC are to be strictly confidential between the NFB, the director/first assistant director and the DGC, and the information contained in these contracts is not to be released by the DGC to any other person.

6.09 The directing of the work will be deemed to be executed completely by the director upon acceptance by the NFB of the first complete contracted version of the work that is technically ready for public release.

6.10 No other amount than the fees for the services described in the present Agreement can be included in the Gross Fee payable to the director/first assistant director.

6.11 In a case of co-directing as defined in article 4, the directors will sign separate contracts with the NFB.

6.12 Both directors' contracts will indicate how the minimum fee and the rights shall be divided between the directors as well as their order of appearance in the credits.

6.13 If the NFB sells, assigns, or otherwise disposes of any Production produced under this Agreement, or any rights thereto, the NFB shall not be relieved of any of its obligations under this Agreement, unless the third party to whom the said property or rights have been sold, assigned, or otherwise disposed of (the purchaser) fully assumes such obligations by signing an Assumption Agreement in the form contained in Appendix D.

7 - GRIEVANCE AND ARBITRATION

- 7.01** A party exercising its rights under the provisions of the Agreement does so without prejudice to its relations with the other party.
- 7.02** Where a dispute arises out of, or in connection with, this Agreement, or any contract between a director/first assistant director and the NFB under the agreement, the dispute shall be resolved in accordance with the procedures set out in this article.
- 7.03** The parties acknowledge and agree that the timely and prompt settlement of all disputes between the parties should be encouraged and that therefore any dispute may be settled at the time of its occurrence by the DGC and the authorized representative of the NFB, without recourse to the formal grievance procedure.
- 7.04** In the event that the dispute is not resolved in the manner described in article 7.03 above, the grieving party may initiate a grievance within sixty (60) days of the date on which the grieving party becomes aware of the act or omission giving rise to the grievance.
- 7.05** A grievance shall be considered initiated when the grieving party (the “grievor”) sets forth in writing (the “grievance”) the facts giving rise to the dispute, the relevant articles of the Agreement or the individual contract, and the remedy sought and delivers the grievance to the NFB. In all cases concerning a director/first assistant director, the DGC will be either the grievor or the respondent.
- 7.06** A representative of the DGC, the NFB manager, staff relations or a duly authorized representative, and the director/first assistant director if the DGC deems it necessary, shall meet within five (5) business days to attempt to settle the grievance informally. The persons present at the grievance meeting on behalf of the parties to the grievance shall have the authority to settle the grievance. Any written settlement shall be signed by the representatives of the parties to the grievance, each of whom shall receive a copy of the terms of the settlement. Such settlement shall be binding on all parties to the grievance and the director/first assistant director.
- 7.07** Those present at the grievance meeting shall consider all relevant facts, documents and evidence available at the time of the grievance meeting in order that the parties may have the clearest understanding of the issues. At the meeting there shall be a full and frank discussion of those issues, in order to achieve a fair and workable settlement.
- 7.08** In the event that attempts to settle the matter have not resulted in a satisfactory settlement of the grievance, any party to the grievance may, within ten (10) working days following the grievance meeting, give written notice to the other parties attending the

grievance meeting to refer the grievance to arbitration. The notice shall include the suggested names of three (3) arbitrators. Within ten (10) working days, the parties shall suggest or agree on the appointment of an arbitrator, failing which the grievor may request the Minister of Labour of Canada to designate an arbitrator.

- 7.09** Unless appointed by the Minister of Labour of Canada, the arbitrator is selected on the basis of his availability within forty-five (45) days from the date of the referral, or as agreed by the parties.

Arbitrations shall be held in Toronto or Montreal only.

- 7.10** The arbitrator shall not have the power or authority to set aside, amend, modify, delete or add any provisions of this Agreement.

- 7.11** The arbitrator shall have all powers needed to dispose of a grievance fully and finally. The arbitrator may grant all remedies that may be necessary and appropriate in order to restore the rights of the grievor by a declaration, an order, an award of compensation or otherwise, in accordance with the terms and conditions of the Agreement in force at the time the contract was signed.

- 7.12** The costs and expenses of the arbitrator shall be shared equally by the grievor and the respondent.

- 7.13** The decision of the arbitrator shall be issued in writing to the parties to the dispute, and shall be final and binding on the parties and the director/first assistant director.

- 7.14** Any time limitations prescribed herein may be extended by mutual agreement of the parties to the grievance.

8 - WARRANTY AND INDEMNITY

8.01 The NFB warrants that any materials supplied to the director by the NFB for incorporation in the Production:

- (a) do not infringe the copyright of another;
- (b) do not defame any person;
- (c) do not invade the privacy of any person,

and that no result of the director's work supplied by the director to the NFB shall be used by, or with the approval of, the NFB in such a manner as to defame any person or to invade the privacy of any person or to violate the provisions of the Criminal Code of Canada in respect to pornography or obscenity.

8.02 The director warrants that, to the best of his knowledge, information and belief, any materials supplied to the NFB by the director for incorporation in the Production:

- (a) do not infringe the copyright of another;
- (b) do not defame any person;
- (c) do not invade the privacy of any person.

The foregoing warranty does not apply in respect to any claim or action that arises from any change made in the materials delivered by the director to the NFB after such delivery.

8.03 The director must inform the NFB if he intends to use in the Production any creative material that has not been, to his knowledge, commissioned by the NFB for this Production.

In that case, the NFB must inform the director if it authorizes that use and if so, clear the necessary rights.

8.04 The director shall indemnify the NFB against all damages and costs (including reasonable legal fees) resulting from any breach of the director warranty, as evidenced by a final decision of a tribunal or a court of competent jurisdiction, or any settlement to which the director has consented in writing.

8.05 Either party upon receipt of notice of any claim as a result of which the other party's indemnity might be invoked, shall promptly notify the other of such claim giving the other party full details thereof including copies of all documents received in connection therewith. The existence of any such claim shall not relieve the NFB of the obligation to pay the director any monies due the director pursuant to this contract.

8.06 Neither party shall be deemed to have waived their respective rights to defend themselves against any claim by the other, for costs or damages arising out of a settlement not consented to in writing by the indemnifying party.

8.07 Court costs and legal expenses Except when the director is in default under article 8.02 or subject to the provisions of article 8.08, the NFB shall bear any court costs or legal expenses to which the director/first assistant director or his heirs or estate, as the case may be, exposes himself through the execution of his contract, provided that that director/first assistant director gives prompt notice to the NFB of a claim or legal action, and that he assures the NFB of his full cooperation in the defence against said claim or legal action, including, but not limited to, attending hearings, participating in obtaining and presenting evidence and enlisting the participation of witnesses.

For purposes of clarity, this article also applies to directors/first assistant directors who render their services via a loan-out company.

8.08 Exclusion The NFB shall be answerable only for harm caused to a third party through the fault of the director/first assistant director, inasmuch as said fault is neither gross nor deliberate.

8.09 Duration of the obligation The NFB's obligation provided in article 8.07 shall continue beyond the expiry of the director/first assistant director's contract, inasmuch as the facts held against the director/first assistant director took place during the execution of his contract with the NFB.

9 - HEALTH AND SAFETY

- 9.01** The NFB undertakes to abide by the health and safety provisions prescribed in Part II of the Canada Labour Code to prevent accidents and injury to the director/first assistant director arising out of, linked with or occurring in the course of services rendered to the NFB by a director/first assistant director.
- 9.02** Where any hazardous work is involved, all safety issues must be discussed between the NFB and a director/first assistant director.
- 9.03** When agreed and approved by the NFB that tools, protective devices and apparel are necessary for the work, the NFB shall supply the director/first assistant director with all the above at the NFB's expense.
- 9.04** When an unanticipated condition occurs and a director/first assistant director has reasonable cause to believe it is hazardous to render his services, the situation will be addressed promptly by the NFB in good faith and, if warranted, appropriate measures shall be taken.
- 9.05** The director/first assistant director undertakes to take all reasonable and necessary precautions to ensure the health and safety for himself and any other person likely to be affected by the director/first assistant director's acts or omissions while under engagement.
- 9.06** **Injury Report** The director/first assistant director must advise the NFB at the earliest opportunity, of any injury and or any inability to fulfil contracted obligations, within the twenty-four (24) hours of the occurrence of one or the other situation.

The NFB will inform DGC of any injury suffered by a director/first assistant director while under engagement that results in the director/first assistant director's inability to fulfil his contract within three (3) business days of the event.

If requested by the director/first assistant director, the NFB shall send to DGC the statement relating the circumstances of the injury.

- 9.07** **Medical Attention and Hospitalization** Within its capacity, the NFB shall assist in getting safe transportation to the nearest physician or hospital facility for any director/first assistant director who requires medical attention during working hours or on Distant Location.

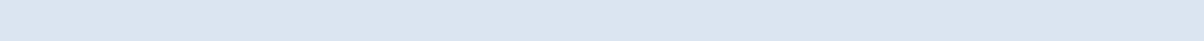
Any monies that the NFB might have to advance will be reimbursed by the director/first assistant director to the NFB.

10 - TRAVEL AND ACCOMMODATIONS

- 10.01** When the director/first assistant director is required by the NFB to travel and incurs expenses in the course of his engagement for the NFB, should the NFB have not previously made arrangements and reservations, the NFB assumes the following:
- (a)** Actual transportation expenses on scheduled carriers covering economy air, economy rail fare or such other transportation as bus, taxi or limousine and the actual costs of reasonable and appropriate accommodation;
 - (b)** A kilometrage allowance equal to the kilometric travel policy allowance in force at the NFB, when the director/first assistant director is required by the NFB to use his own automobile;
 - (c)** All rental or leasing costs where the director/first assistant director is required by the NFB to lease or rent a vehicle;
 - (d)** All costs for taxi, limousine or other transportation which the director/first assistant director is required by the NFB to use in order to get to and from the destination required by the engagement and for which the director/first assistant director submits proper receipts;
 - (e)** A per diem allowance, at the rate and the conditions applicable to an NFB employee in the case of a location to which the director/first assistant director is required to travel by the NFB. However, if meals are provided at the expense of the NFB, the per diem allowance may be reduced by the equivalent amount applicable to any or all of the meals.
- 10.02** The NFB shall always provide adequate funds to pay for production expenses. The director shall not be required to provide financial assistance to the production by providing remuneration, purchasing goods or otherwise. If, due to unforeseen circumstances, a director/first assistant director must advance personal funds for a production expense that meets the established objectives of the project, the NFB shall promptly reimburse the director/first assistant director upon presentation of suitable documentation.
- 10.03** Beyond the obligatory insurance that all directors/first assistant directors must carry at their own expense and of which they must provide proof, the NFB will underwrite through the insurance company of its choice an additional one hundred thousand dollars (\$100,000) of

insurance against accidental death or dismemberment if a director/first assistant director is required to work on a location in a war zone.

A destination is considered a war zone when it is identified as such by the insurance company, which bases its list on the Canadian government information website at the address: www.voyage.gc.ca under “travel reports and warnings”, where the destination is reported with an asterisk indicating that Canadians should avoid all travel to such country or specific region.



11 - DIRECTOR PERFORMANCE ASSESSMENT

- 11.01** For the purposes of article 11, “Producer” refers to the individual responsible for the director’s contract within the Production as identified on the contract.
- 11.02** The parties agree on the following general principles:
- (a)** The Production schedule, the Production Budget and other established documents describing the goals of the project are to be respected. However, exigencies of the ongoing project may require adjustment to any or all of these.
 - (b)** Subject to the demands of the project and the Production schedule the director has a legitimate right to organize his work schedule.
 - (c)** The NFB must provide full and appropriate support to the director, creatively, technically and administratively. Emerging directors may require and expect additional consultation with established experts.
 - (d)** Working in collaboration with the director, the Producer has authority for the Production creatively, technically and administratively.
 - (e)** The NFB may legitimately have issues of timely or appropriate performance by the director.
 - (f)** The director is entitled to fully be made aware of expectations of the NFB in terms of timing, quality and delivery of his work and to be informed in a timely fashion regarding any concerns about his performance.
- 11.03** The director and the NFB shall make best efforts to respect the Production schedule, the Budget and other documents describing the goals of the project as established and agreed to before and during the Production activities.
- 11.04** In collaboration with the Producer, the director shall be free to organize his work schedule to comply with the Production schedule.
- 11.05** The NFB shall provide all the resources necessary to accomplish the work and to comply with the Production schedule as described in the Production Budget and other documents describing the goals of the project as established and agreed to before and during the production activities.
- 11.06** The director and the Producer shall meet on a regular basis to assess the progress of the Production toward completion of the work as per the Production schedule and the Production Budget as well as the performance and progress of the director’s work.
- 11.07** Where circumstances warrant:

- (a) the NFB shall inform the director promptly of any unforeseen changes, delays or other occurrences that would cause a modification to the Production schedule, or the Production Budget, or prevent the Production from being accomplished as expected;
- (b) the director shall inform the NFB promptly of any unforeseen changes, delays or other occurrences that may cause a modification to the Production schedule, or the Production Budget, or prevent the Production from being accomplished as expected.

In either case, the director and the Producer shall collaborate to ascertain what measures if any need to be taken to comply with the Production schedule and/or Budget and/or to realize the established Production goals.

11.08 The Producer shall inform the director promptly if the Producer believes that the director's work is not progressing in a manner which will comply with the Production schedule or Budget or with other of the NFB's legitimate expectations in terms of performance of the director's work. The Producer and the director shall collaborate to seek appropriate remedies and solutions.

11.09 If after a reasonable time period, the Producer believes that the situation has not improved or the failings have not been corrected, the Producer shall indicate to the director in writing his position on the issues and the remedies he is seeking.

Such letter is to be copied by the Producer to the DGC and the NFB manager, staff relations.

11.10 If after a reasonable time period, the NFB believes that the situation has not improved or the failings have not been corrected, the NFB shall indicate to the director in writing its position on the issues and the remedies it is seeking up to and including termination of the director's contract.

Such letter is to be copied by the Producer to the DGC and the NFB manager, staff relations.

11.11 For the purposes of termination, deficient performance is defined as major failings in the execution of the contract by the director. For the purposes of clarity, deficient performance does not include creative differences unless the creative parameters established in the contract are breached. The burden of proof to establish deficient performance rests with the NFB.

12 – TERMINATION, CANCELLATION, FORCE MAJEURE

12.01 Where termination of a director's contract under this Agreement occurs before completion of the Production or before all contracted and scheduled payments are made, financial compensation to the director shall be as follows:

- (a) Where the Production is cancelled due to Force Majeure, payments due to the director will be based on work completed to date. Where work accomplished falls between two scheduled instalments, a proportional amount will be negotiated between the director and the NFB.
- (b) Where the NFB chooses to cancel the Production, except as provided in 12.01(d) below, payments due to the director will be the instalment in progress plus the next scheduled instalment.
- (c) Where the director chooses to leave a Production, and the Producer agrees, payments due to the director will be based on scheduled instalments due for work completed to date. Where work accomplished falls between two scheduled instalments, the director agrees the NFB holds all rights for all work accomplished to date without additional payment.
- (d) Where the NFB is obliged to terminate the contract based on deficient performance by the director, after following the process described in article 11, payments due to the director will be based on work completed to date. Where work accomplished falls between two scheduled instalments, a proportional amount will be negotiated between the director and the NFB.

12.02 Once payments are made to the director as described in article 12.01, the NFB will hold all rights to the work accomplished to date. In the cases of articles 12.01(c) and (d), the NFB may continue the Production including the engagement of another director if required.

12.03 Where a project based on material provided by the director:

- (a) is not approved at the completion of the Investigate Phase or the Development Phase; or
- (b) is not approved to proceed into the Production Phase; or
- (c) has not commenced production within three (3) years, with a possible extension to a maximum of five (5) years, from the date of signing the Production Phase contract with the director; or
- (d) though initiated in production, is suspended or stopped:

Then the NFB will enter into good faith negotiations with the director to determine:

- (1) if material provided by the director, if any, reverts back to the director or is kept by the NFB; and
- (2) appropriate compensation regarding this reversion, if any, to the director or to the NFB.

Should the director and the NFB fail to reach such agreement, an arbitrator may be asked by either party to determine what is fair, reasonable and appropriate in the circumstances. In the event of such arbitration, the parties will follow the procedures set out in articles 7.07 to 7.13 inclusive.

- 12.04** In cases where the co-producer in an NFB co-production is declared bankrupt, insolvent or is wound up, the NFB will use best efforts taking into account its contract with the co-producer to see that fair, reasonable and appropriate arrangements for the director/first assistant director are arrived at.

The NFB will use best efforts, taking into account its contract with the co-producer, to see that fair arrangements for the reversion of rights to the director are arrived at. The NFB will have the right of first refusal on the Production if the co-producer should be unable to proceed for any reason.

- 12.05** If a Production is prevented or interrupted by reason of Force Majeure, the NFB shall furnish a statement in writing to the DGC as to the reason for the Force Majeure. If the DGC believes the Force Majeure declaration to be unjust or unreasonable, it may file a grievance with respect to the declaration under article 7 of this Agreement.

13 - CREDITS

13.01 It is understood that the director is entitled to receive a credit that is appropriate to the central role he plays in shaping the creative vision of a Production.

For further clarity, this shall mean that in all circumstances contemplated by this article (including but not limited to screen credits, compact devices, print and paid advertising), the director's credit will be in a font and prominence and of a duration, where applicable, which are no less than that of any other individual credited.

13.02 The form of credit to a director is "Director", "Directed by" or "Written and Directed by".

It can also be "A film by" in accordance with the NFB's Credit Policy.

13.03 The director shall receive a clearly legible and prominent credit on all release copies of the Production except for public service announcements or other Productions which do not include such credit in standard industry practice.

The director's credit must appear whenever any other production credit appears, except for credit to the NFB itself.

13.04 The director's credit shall appear on a single card or its equivalent.

In Productions of less than ten (10) minutes, the credit of the director may appear with additional credits but the credit of the director must appear in a manner and prominence consistent with the director's pre-eminent role.

The director's credit shall be placed either as the last credit in the opening titles or as the first credit in the end titles.

13.05 The director shall receive a credit in all paid advertisement issued by or under the direct control of the NFB where any other production credits are presented except for the NFB logo.

13.06 The director shall receive a credit in all handouts, fact sheets, information folders, posters, and invitations relating to the Production issued by or under the direct control of the NFB where any other production credits are presented except for the NFB logo.

13.07 The director shall be credited when the Production is featured on the NFB Web site.

13.08 The director shall have the right to replace with a pseudonym any credit to which he is entitled pursuant to his contract or this Agreement, provided that such pseudonym is in good taste and is not the name of any well-known person, living or dead, and provided that

such right of replacement is exercised by the director, through written notice to the NFB, prior to publication of any credit by the NFB.

The notice of removal shall be sent to the DGC by the NFB.

- 13.09** In no case shall the position of director not be credited nor shall the NFB replace the name by someone else.
- 13.10** For purposes of clarity, if there is a dispute between the director and the NFB over a credit matter, the parties may refer the matter immediately to an arbitrator as per article 7.
- 13.11** The first assistant director shall have the right to receive a clearly legible credit appropriate to his contribution in the Production.
- 13.12** The first assistant director shall have the right subject to his sole discretion to refuse to have any credit using his name used in any form or manner by the NFB. This right must be exercised by the first assistant director prior to publication of such credit by the NFB. The notice of refusal shall be sent to the DGC by the NFB.
- 13.13** The DGC logo will be provided to the NFB. The DGC logo will appear in all Productions' screen credits covered by this Agreement in a clearly legible way where any other artists' associations or technical providers' logo appear.
- 13.14** The NFB shall notify distributors and broadcasters of all on and off screen credit obligations provided in this Agreement.
- 13.15** The NFB is not responsible for failure or default out of its control by a third party in respect to credits.

14 - PREVIEWS AND COPY OF PRODUCTION

14.01 The NFB will give the director of the Production, fifteen (15) business days advance written notice (to his last known address) of the time and place of all previews, premieres, festival or gala showings of the Production within the first twelve (12) months after release.

The NFB will provide a free entry ticket to the director if he wishes to attend any such showing.

14.02 With respect to all Productions not originally destined for television and when the Production is originally intended for public release, the NFB will guarantee at least one public or private screening. The choice of the public preview or private showing shall be within the discretion of the NFB; provided, however, that if a private showing is chosen by the NFB it shall be with an audience of sufficient size and diversity to obtain adequate audience response and must be a showing other than to just internal NFB staff.

14.03 Should any awards be won specifically for direction, the director shall be entitled to keep any award or prize (monetary or otherwise) awarded.

Awards or prizes for the Production itself shall be the property of the NFB.

14.04 The NFB shall provide the director with a copy or other suitable device of the completed Production when available.

Where the Production is completed in multiple formats, the director shall have the choice of one of these formats.

14.05 The NFB shall give the director access to all material from the Production in a digital format suitable for the director to use in the creation of a demo reel for the purpose of the director's self-promotion of his work. This does not in any way confer distribution rights to the director.

This material may be stamped electronically with an appropriate watermark.

15 - PRINCIPLES OF REMUNERATION OF THE DIRECTOR

15.01 Fees described in article 16 are minimums with an expectation that senior talent will warrant fees greater than these minimums.

15.02 There will be no free work but unsolicited proposals the NFB may opt to program may have implicit existing directing value addressed through the Investigate and Development Phases contract.

15.03 The minimum fee for a director designated as emerging and who is engaged on a Production designated as specific to emerging filmmakers is the regular applicable minimum fee discounted by twenty-five per cent (25%).

For clarity, this discount will apply only where "emerging" filmmakers are participating in designated NFB emerging filmmaker programs.

If an emerging filmmaker is engaged within the regular programming stream, the minimums apply.

15.04 In a situation of true and legitimate co-directing on a Production, the minimum fee to be shared between the directors is one hundred and twenty per cent (120%) of the applicable minimum rate.

15.05 Fees for the Investigate and Development Phases will be negotiated between the director and the NFB based on the anticipated type and amount of work required to prepare the full proposal for programming.

When a director has received a fee for the Investigate and Development Phases and the project is produced, such fee will be counted as part of the negotiated fee for the Production.

If a co-producer after hiring a director enters into a Co-Production agreement with the NFB prior to the end of pre-production, this Agreement will apply in full.

Any fee paid to the director by the co-producer for work associated with an Investigate or a Development Phase, will be counted as part of the negotiated fee for the Production.

15.06 The director shall provide basic consultation services about the primary launch event and the promotional materials. Such services are included in the negotiated fee.

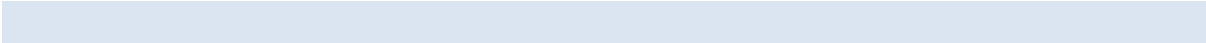
No additional fees shall be due to the director for the consultation involved in the director's participation at the primary launch event of the Production, for example, appearance at a festival or at a press conference and the related premiere.

An additional fee shall be due to the director for work accomplished for the marketing campaign of the Production after the primary launch event (e.g. the director's participation in events instigated by the NFB [screenings, panels, presentations]).

The fee for such additional work is negotiated between the director and the NFB by mutual consent.

In all cases, the NFB assumes all expenses for the director in accordance with article 10.

15.07

- (a)** when the NFB requires that a director perform significant or substantial additional work for the Production unforeseen at the signature of the contract and based on an NFB revision to the goals or scope of the Production , an additional fee shall be payable to the director and negotiated between the NFB and the director.
 - (b)** in other cases where the exigencies of production clearly require that a director perform additional work for the Production unforeseen at the signature of the contract, an additional fee may be payable to the director and, if so, is negotiated between the director and the NFB.
 - (c)** The rate of payment for such additional work is negotiated between the director and the NFB by mutual consent.
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16 - MINIMUM FEES AND SCHEDULE OF PAYMENTS FOR DIRECTORS

GENERAL SCHEDULE OF PAYMENTS PROVISIONS

- 16.01** The instalment amounts set as percentages in the schedules of payments provided in the Agreement may be sub-divided into multiple step progress payments to ensure appropriate cash flow for directors, particularly during the Production and Post-Production Phases. Such step payments may be introduced to reflect specific production activities as long as each instalment percentage is respected.
- 16.02** The schedule of payments for the director's remuneration is determined in the contract. For clarity, as described in article 15.05, fees paid during the Investigate and Development phases are considered to be payments applied to the relevant schedule of payments below.
- 16.03** Where in the calculation of instalments any instalment is less than two hundred dollars (\$200), such instalment may be combined with the previous or subsequent instalment.
- 16.04** Where in the calculation of instalments any instalment is greater than five thousand dollars (\$5,000), such instalments shall be subdivided as described in article 16.01 such that no single step progress payment is greater than five thousand dollars (\$5,000).
- 16.05** Any pre-payment of an instalment made by the NFB for any reason, other than as specified in 12.01(b), does not exonerate the director from his responsibilities to complete the work in relation with such instalment.

DOCUMENTARY PRODUCTIONS

16.06 This article provides for a minimum fee to be paid for the services of a director in a Documentary Production.

16.07 The minimum fees for directors in Documentary Productions are the following:

	<i>As of 01/01/2015</i>	<i>As of 01/01/2016</i>		
For 1 minute or less	\$1,082	\$1,103		
Over 1 minute up to 5 minutes	\$2,706	\$2,760		
Over 5 minutes up to 10 minutes	\$5,412	\$5,520		
Over 10 minutes up to 15 minutes	\$8,118	\$8,280		
Over 15 minutes up to 23 minutes	\$12,448	\$12,696		
Over 23 minutes up to 30 minutes	\$16,236	\$16,560		
Over 30 minutes up to 42 minutes	\$22,731	\$23,185		
Over 42 minutes up to 60 minutes	\$32,473	\$33,122		
Over 60 minutes up to 90 minutes	\$48,709	\$49,683		
Over 90 minutes up to 120 minutes	\$64,945	\$66,243		
If over 120 minutes, the fee is calculated at	\$542 per minute	\$552 per minute		

16.08 The schedule of payments must provide for eight (8) instalments in four (4) phases as specified below.

- (1)** Twenty per cent (20%) of the fee negotiated paid at the end of the Development Phase as follows:
 - (a)** Ten per cent (10%) on completion of the full proposal for programming.
 - (b)** Ten per cent (10%) on signing of the Production contract.
- (2)** Forty five per cent (45%) of the fee negotiated paid at the end of the Production Phase as follows:
 - (a)** Ten per cent (10%) on completion of pre-production.
 - (b)** Thirty five per cent (35%) on completion of production.
- (3)** Thirty per cent (30%) of the fee negotiated paid at the end of the Post-Production Phase as follows:
 - (a)** Fifteen per cent (15%) on completion of the picture editing.
 - (b)** Ten per cent (10%) on completion of the final sound mix.
 - (c)** Five per cent (5%) on completion of any contracted version of the work that is technically ready for public release. However, this payment must be made no later than four (4) weeks after all previous steps through instalment 3(b) have been completed.
- (4)** Following consultation about the primary launch event and promotional materials:
 - (a)** Five per cent (5%) of the fee negotiated. However, this payment must be paid no later than four (4) weeks after all previous instalments through instalment 3(c) have been completed.

ANIMATION PRODUCTIONS

16.09 This article provides for a minimum fee to be paid for the services of a director in an Animation Production. The minimum fee provided for in this article does not include the actual animating work of transforming an accepted project into original and dynamic animation using various genres, techniques, means, styles and designed storyboards, layouts or models consisting of key graphics and supporting data. Such work when required from the director is addressed in Letter of Agreement 1 appended to this Agreement.

This minimum fee is not a precedent or an admission on the value of the services of the director neither in itself nor in relation to other services.

16.10 The minimum fees for directors in Animation Productions are the following:

	<i>As of 01/01/2015</i>	<i>As of 01/01/2016</i>		
For 1 minute or less	\$3,464	\$3,533		
Over 1 minute up to 5 minutes	\$8,660	\$8,833		
Over 5 minutes up to 10 minutes	\$17,319	\$17,665		
Over 10 minutes up to 15 minutes	\$25,978	\$26,497		
Over 15 minutes up to 23 minutes	\$39,833	\$40,629		
Over 23 minutes up to 30 minutes	\$46,761	\$47,696		
Over 30 minutes up to 42 minutes	\$58,912	\$60,090		
Over 42 minutes up to 60 minutes	\$72,739	\$74,193		
Over 60 minutes up to 90 minutes	\$93,522	\$95,392		
Over 90 minutes up to 120 minutes	\$103,914	\$105,992		
If over 120 minutes, the fee is calculated at	\$866 per minute	\$883 per minute		

16.11 The schedule of payments must provide for eight (8) instalments in four (4) phases as specified below.

- (1)** Twenty per cent (20%) of the fee negotiated paid at the end of the Development Phase as follows:
 - (a)** Ten per cent (10%) on completion of the full proposal for programming.
 - (b)** Ten per cent (10%) on signing of the Production contract.
- (2)** Fifty five per cent (55%) of the fee negotiated paid at the end of the Production Phase as follows:
 - (a)** Ten per cent (10%) on completion of pre-production.
 - (b)** Forty five per cent (45%) on completion of production.
- (3)** Twenty per cent (20%) of the fee negotiated paid at the end of the Post-Production Phase as follows:
 - (a)** Ten per cent (10%) on completion of the picture editing.
 - (b)** Five per cent (5%) on completion of the final sound mix.
 - (c)** Five per cent (5%) on completion of any contracted version of the work that is technically ready for public release. However, this payment must be made no later than four (4) weeks after all previous steps through instalment 3(b) have been completed.
- (4)** Following consultation about the primary launch event and promotional materials:
 - (a)** Five per cent (5%) of the fee negotiated. However, this payment must be paid no later than four (4) weeks after all previous instalments through instalment 3(c) have been completed.

DRAMA PRODUCTION

16.12 This article provides for a minimum fee to be paid for the services of a director in a Drama Production.

16.13 The minimum fees for directors in Drama Productions are the following:

	<i>As of 01/01/2015</i>	<i>As of 01/01/2016</i>		
For 1 minute or less	\$1,082	\$1,103		
Over 1 minute up to 5 minutes	\$2,706	\$2,760		
Over 5 minutes up to 10 minutes	\$5,412	\$5,520		
Over 10 minutes up to 15 minutes	\$8,118	\$8,280		
Over 15 minutes up to 23 minutes	\$12,448	\$12,696		
Over 23 minutes up to 30 minutes	\$16,236	\$16,560		
Over 30 minutes up to 42 minutes	\$22,731	\$23,185		
Over 42 minutes up to 60 minutes	\$32,473	\$33,122		
Over 60 minutes up to 90 minutes	\$48,709	\$49,683		
Over 90 minutes up to 120 minutes	\$64,945	\$66,243		
If over 120 minutes, the fee is calculated at	\$542 per minute	\$552 per minute		

16.14 The schedule of payments must provide for eight (8) instalments in four (4) phases as specified below.

- (1)** Twenty per cent (20%) of the fee negotiated paid at the end of the Development Phase as follows:
 - (a)** Ten per cent (10%) on completion of the full proposal for programming.
 - (b)** Ten per cent (10%) on signing of the Production contract.
- (2)** Fifty five per cent (55%) of the fee negotiated paid at the end of the Production Phase as follows:
 - (a)** Fifteen per cent (15%) on completion of pre-production.
 - (b)** Forty per cent (40%) on completion of production.
- (3)** Twenty per cent (20%) of the fee negotiated paid at the end of the Post-Production Phase as follows:
 - (a)** Ten per cent (10%) on completion of the picture editing.
 - (b)** Five per cent (5%) on completion of the final sound mix.
 - (c)** Five per cent (5%) on completion of any contracted version of the work that is technically ready for public release. However, this payment must be made no later than four (4) weeks after all previous steps through instalment 3(b) have been completed.
- (4)** Following consultation about the primary launch event and promotional materials:
 - (a)** Five per cent (5%) of the fee negotiated. However, this payment must be paid no later than four (4) weeks after all previous instalments through instalment 3(c) have been completed.

17 - VERSIONING

17.01 The commissioning of additional versions of the Production after the signature of the contract for the Production phases shall entail additional payment to the director whenever the director shall be required to perform work that requires additional photography or sound recording, substantial editing, the direction of new performances or that requires a fundamental change in the structure of the Production.

This includes, but is not limited to, the creation of one or more distinct works from the original that entail the creation of added scenes, retakes or process shots.

17.02 The rate of payment for such additional version(s) is negotiated between the director and the NFB.

17.03 Except as per article 17.12, in no circumstance can the director receive less than the minimum rate for the longest version prepared.

17.04 For clarity, a version for language may or may not entail an additional fee.

A version for language is an additional release version of the original work where the design, structure, content, point of view and goals of the Production remain the same but are delivered through a different language. This may include substitution of appropriate language specific material including titles and credits, new voiceovers, dubbing or other performances and/or subtitles.

According to the NFB's current policy, a French language version will be undertaken for all English Program Productions. Consultation on this version with the director is included in the director's contract with no additional fee.

However, if for that version or any other language version, the director of the original work is required to execute work described in article 17.01, an additional fee is required.

17.05 For clarity, an adaptation entails an additional fee to the director of the original work if he directs that adaptation.

An adaptation is a new Production with different Production goals based substantially on the core materials gathered or created for the original work and may or may not include the creation or capture of new materials.

An adaptation co-exists with the original work meeting the needs of new or additional Production goals. These could include specifics of audience (e.g. children instead of adults), exhibitor (e.g. theatrical instead of broadcaster) or Production goals (a different story entirely derived from the same core material).

In the case of an adaptation, the original director will have the right of first refusal but not the obligation to undertake such adaptation.

Such adaptation is subject to either an amendment to the contract for the original work and an additional fee negotiated by mutual consent or to a new contract for another director, where the fee will be established by mutual consent.

17.06 For clarity, an update or revision entails an additional fee to the director of the original work if he directs that update or revision.

An update or revision means changes to the original work to accommodate new events or new understanding of the content or to substantively improve the effectiveness of the original work.

An update or revision is intended to replace the original work in release and does not imply the usual process of drafts associated with the creative process.

In the case of an update or revision, the original director will have the right of first refusal but not the obligation to undertake such work.

Such update or revision is subject to either an amendment to the contract for the original work and an additional fee negotiated by mutual consent or to a new contract with another director, where the fee will be established by mutual consent.

17.07 When the director is entitled to be offered work under articles 17.04, 17.05 or 17.06, the NFB will send a notice to the director and will use best efforts to reach the director. The director will have five (5) days to accept or refuse the offer, except in emergency cases where this time may be reduced.

17.08 When, in the course of production, the NFB changes the intended duration of the original work to be delivered by the director and its duration is increased, the director shall be paid the minimum rate as per the Production of the longer duration less what has been paid for the shorter duration.

- 17.09** If the NFB agrees to or demands a shorter release length than the one determined in the contract, there is no fee reduction.
- 17.10** When the NFB requires a version additional to the original contracted version(s) to meet needs of the market, audience or for any special purpose (such as festivals), the following applies:
- (a)** An additional fee is to be paid to the director when this change is greater than fifteen per cent (15%) of the original work length through extension or reduction of the material.
 - (b)** Notwithstanding sub-paragraph (a), if such additional version entails work described in article 17.01, there is an additional fee to be paid to the director.
 - (c)** Moreover, if the longer length additional version implies a minimum rate that is higher than the minimum rate for the original work, the director is entitled to be paid such minimum rate.
- 17.11** After the release, the director does not need to be consulted on changes in length (less than five per cent [5%]) strictly undertaken to accommodate needs of exhibitors or markets where the original meaning remains intact.
- 17.12** A director may request the NFB's permission to create a version of the Production, which is of a length different than that stipulated in the contract for the purposes of festival release or other special events.

Such work, if permitted, shall entail no additional payment to the director.

However, if such version of the Production is distributed by the NFB article 17.10 applies unless the exhibition is for the sole purpose of satisfying entry prerequisite for the festival or the other special event.

- 17.13** For clarity purposes as described in article 1.14, technical alternatives where the content remains intact and is merely transferred to a new delivery format are not considered "versions" but the director may consult for quality control purposes.

18 - CONTRIBUTIONS (PENSION, INSURANCE) & DEDUCTIONS (PROFESSIONAL DUES)

18.01 The NFB shall pay a total contribution of eleven per cent (11%) of the director/first assistant director's Gross Fee to the DGC or the trustees designated by the DGC, to be used for pension and insurance benefits.

DGC will inform NFB of the name(s) of the trustee(s) and of any changes to the trustee(s).

18.02 Director/first assistant director's Check-Off: The NFB shall deduct and remit to the DGC two per cent (2%) of the Gross Fee as professional dues in the case of a director/first assistant director that is a member of the DGC and an amount equal to four per cent (4%) in the case of a director/first assistant director that is not a member of the DGC.

Any knowing or intentional failure by the NFB to make or remit such deductions shall cause the NFB to be solely responsible and liable for any monies owing.

18.03 Change in director/first assistant director's Check-Off: The NFB shall apply any change made by the DGC to the rates set out in article 18.02 provided that the manager, staff relations for the NFB has been informed at least thirty (30) days before the date on which the change comes into effect.

The DGC agrees that for the duration of this Agreement, the DGC would not apply an increase in the percentage for non members to contracts already signed.

18.04 The NFB shall pay to the DGC the contributions and deductions set out in article 18 no later than twenty-one (21) days after the end of the month in which the NFB paid the Gross Fee. The NFB shall submit a list of the directors/first assistant director's with the contributions and deductions, providing a breakdown of the deductions for each director/first assistant director, in the form provided in Appendix E to the Agreement.

18.05 The DGC may have the accounting information, books or reports kept or prepared by the NFB concerning any payment provided in this Agreement examined by an expert chosen by the DGC, once a year, upon making an appointment at least fifteen (15) days in advance. If the parties fail to agree on a date for the inspection, the inspection shall take place within twenty (20) business days after the date on which the NFB receives written notice that the inspection is to be conducted. The DGC shall be responsible for all costs associated with the inspection. The DGC shall take appropriate measures to ensure that the information collected in the course of the inspection is transmitted on an individual and confidential basis.

19 – USE FEES FOR DIRECTORS

- 19.01** This article must be read with and may not be disassociated from Letter of Agreement 2.
- 19.02 Use Fee** - The director shall be paid use fees by the NFB in an amount of three decimal two per cent (3.2%) of the Distributors' Gross Revenue less one hundred percent (100%) of the Budget, in accordance with the provisions herein.
- 19.03 Distributors' Gross Revenue** - "Distributors' Gross Revenue" shall mean all monies derived by the NFB, the Head Distributor and/or sub-distributors, as provided below, in any manner whatsoever from the distribution of the Production including through the sale, license, or other like means of distribution of the Production and shall be calculated before or simultaneously with any other gross participants from first dollar, without deductions of expenses of any kind.
- 19.04** For greater certainty,
- (a)** Monies derived through the exploitation of ancillary, allied and underlying rights and like rights, such as merchandising, novelization and sequel rights, shall not be included in Distributors' Gross Revenue.
 - (b)** Distributors' Gross Revenues shall also mean all monies received by those distributors with which the NFB has entered into a distribution agreement (the "Head Distributor") in respect of the Production.
 - (c)** The Distributors' Gross Revenue shall also include all monies received by sub-distributors which:
 - (i)** are related persons to, or which do not have an arm's length relationship with, the NFB or the Head Distributor, or,
 - (ii)** have an obligation to report and remit Revenue directly to the NFB or Head Distributor.
 - (d)** Advances received by the NFB from a distributor ("Distribution Advances"), shall not be included in Distributors' Gross Revenue for the purpose of triggering the payment of use fees to directors; however, a distributor shall not be entitled to deduct the amount of the Distribution Advance from the Distributors' Gross Revenue for the purposes of calculating the use fee.

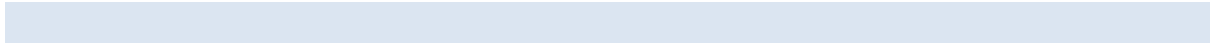
Monies received by distributors pursuant to article 19.04(b) above shall be considered Distributors' Gross Revenue whether or not the distributor has recouped its Distribution Advance.
 - (e)** Notwithstanding the foregoing, Distributors' Gross Revenue derived from the sale or rental of compact devices (excluding any secondary use) shall be deemed to be equal to twenty per cent (20%) of the wholesale selling price of such compact

devices, provided that in the event that the wholesale selling price is equal to or less than the typical sell-through price to wholesalers (currently thirty dollars [\$30] per unit), the deemed Distributors' Gross shall be ten per cent (10%).

19.05 Packaging - It is acknowledged by the parties that distributors may seek to diversify their risks by packaging more successful and less successful Productions. Where Productions are packaged together for the purposes of distribution, the parties shall attempt to allocate the revenue attributable to each individual Production.

19.06 The NFB will provide the DGC with a report in the form of Appendix F of the Agreement.

Such report will be accompanied by the use fees payable to each director, if any.



20 – CO-PRODUCER PROVISIONS

20.01 As described in article 2.06, where the co-producer is the engager and unless provided otherwise in this article 20, the Agreement will apply to the co-producer of the NFB as if it was the NFB with the following additions and adjustments provided in this article 20.

20.02 All notices of grievances and notices to refer grievances to arbitration under article 7 filed against a co-producer must also be delivered at the same time to the NFB.

The NFB may attend the grievance meeting and be heard by the arbitrator on any matter of implementation or interpretation of this Agreement.

20.03 In the case of a complaint under article 3.0411, the complaint is sent to the co-producer, and for information purposes to the manager, staff relations of the NFB.

20.04 The co-producer must provide cash advances for all anticipated costs listed in article 10.01.

20.05 When in the Agreement a reference is made to an NFB Policy, the co-producer must provide for the equivalent.

20.06 Security The following security provisions for payments will apply to the co-producer:

(a) The DGC may, after a review with the NFB, require a co-producer to remit as security (hereafter "Security") an irrevocable letter of credit, or an equivalent accepted by the DGC, prior to the start of the Production Phase in a form and from a financial institution acceptable to the DGC for an amount of ten per cent (10%) of the total fee of the director or five thousand dollars (\$5,000) whichever is less, or, in the case of a first assistant director, for an amount equivalent to two (2) weeks remuneration.

(b) When such Security is required under article 20.06(a), the director/first assistant director shall not be required to honour their contract until such time as the DGC receives the Security.

(c) The Security will guarantee that the payment to the director/first assistant director and the DGC of all due remuneration, benefits, dues and contributions provided in this Agreement will be done in a timely fashion by the co-producer.

The Security will be used by the DGC if these payments, with interests due if any, are not fully made.

The Security shall expire once all these co-producer's financial obligations towards the director/first assistant director and the DGC are met.

For the purposes of this article, financial obligations do not include use fees.

(d) The Security shall be canceled and returned to the co-producer:

- fifteen (15) days after the co-producer has fulfilled all his financial obligations as per article 20.06 (c)
or at the latest
- in case of a grievance, fifteen (15) days following the arbitrator's final decision including a judicial revision, if any.

(e) Where the co-producer fails to pay remuneration and benefits in accordance with this Agreement for fifteen (15) days the director/first assistant director may refuse to perform services until the co-producer remedies such default. This does not free the co-producer from paying the total guaranteed remuneration.

In such a case, the DGC may use the Security to pay the director/first assistant director.

The co-producer must provide a new Security if requested by the DGC and pay any outstanding remuneration and benefits before requesting the director/first assistant director to return to work.

(f) A director/first assistant director's refusal to render services under subparagraphs (b) and (e) shall not be used by the co-producer as grounds for termination or for any other purpose.

Such refusal shall in no way be construed as refusal by the director/first assistant director to fulfill his obligation to render services, and the co-producer may not claim damages from the director/first assistant director or from the DGC in connection with such refusal.

(g) An assignment of contract contemplated in article 6.13 and

Appendix D of the Agreement cannot be done unless the DGC approves the assumption in writing.

Such approval shall not be unreasonably withheld.

Upon seeking the approval of the DGC to a sale, assignment or other disposition as provided for herein, the co-producer shall provide to the DGC such information and material pertaining to the purchaser as the DGC may reasonably require, including but not limited to, the financial status of the purchaser, the individual principals and/or directors of the purchaser, and the terms and conditions of the purchase agreement.



21 – GENERAL PROVISIONS

21.01 This Agreement will have a term of three (3) years starting on the date of signature of the Agreement.

In the last three (3) months before the term of the Agreement, and every year of renewal thereafter, either party may send a notice of negotiation to renew the Agreement. Failing such notice, the Agreement is renewed for another year.

21.02 Computation of delays For purposes of computing delays specified in this Agreement, the starting day is not counted, but the final day is counted.

The following listed days are counted but if the last day falls on one of the following listed days the time interval is extended to the next day:

- (a) Saturdays and Sundays;
- (b) January 1st and 2nd;
- (c) Good Friday;
- (d) Easter Monday;
- (e) July 1st, Canada Day;
- (f) The first Monday in September, Labour Day;
- (g) The second Monday in October, Thanksgiving;
- (h) The 11th of November, Remembrance Day;
- (i) December 25 and 26, Christmas and Boxing Day;
- (j) The third Monday of May;
- (k) Any other day proclaimed or decreed by the Federal government or the government of the province where the contract is executed as a public holiday.

21.03 A payment to the director/first assistant director or the DGC is considered to be late fifteen (15) working days after it has become due.

The annual interest rate payable by the NFB on any late payment to the director/first assistant director is the Bank of Canada bank rate plus three per cent (3%) calculated daily beginning on the first day the payment is late.

21.04 Notices required to be given or sent pursuant to this Agreement shall be mailed, postage pre-paid, delivered personally or by courier, or sent by fax, or sent electronically, addressed as follows:

To the DGC:

Directors Guild of Canada
111 Peter Street, Suite 600
Toronto, Ontario
M5V 2H1

Attention: Hans Engel, National Directors Division Manager

Facsimile: 416-925-8200

Electronic address: hengel@dgc.ca

To the NFB:

National Film Board of Canada
P.O. Box 6100, Station Centre-Ville
3155 Côte-de-Liesse Road
Montreal, Quebec
H4N 2N4

Attention: Linda Smith, Staff Relations Manager

Facsimile: 514-283-5850

Electronic address: l.smith@nfb.ca

In witness whereof the parties have signed in Toronto, this 6th day of May, 2009.

For the NFB:

For the DGC:

Tom Perlmutter
Government Film Commissioner

Sturla Gunnarsson
President

Linda Smith
Manager, Staff Relations

Brian Baker
Director of Director Affairs

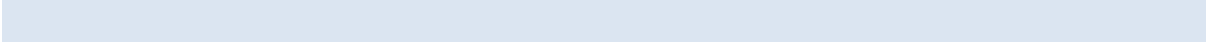
David Verrall
Executive Producer

Fortner Anderson
Business Agent

David Christensen
Executive Producer

Colette Matteau
Lawyer, Spokesperson

Arlette Boghoskhan
Agent, Staff Relations



DIRECTOR'S CONTRACT FORM

FIRST ASSISTANT DIRECTOR'S CONTRACT FORM

LETTER OF ADHERENCE FOR CO-PRODUCTIONS

(Article 2.06 of the Agreement)

_____ (Insert name of Producer) hereby acknowledges receipt of the DGC-NFB Agreement dated May 6, 2009 to May 5, 2012.

The Producer hereby acknowledges that by executing this Letter of Adherence, the Producer agrees to abide by and conform to all the terms and conditions contained in the DGC-NFB Agreement dated May 6, 2009 to May 5, 2012.

Dated this ___ day of _____, 20__.

_____ (Name of Producer signatory company)

_____ (Signature)

_____ (Print or type name)

This document must be forwarded to the DGC by the NFB when signed.

PURCHASER'S ASSUMPTION AGREEMENT

(Article 6.133 of the Agreement)

Whereas _____ (the "Purchaser") has acquired from the National Film Board of Canada (the "NFB") certain rights in the production entitled _____ (the "Production");

Whereas the NFB entered into a contract with _____ (the "Director") with respect to the Production and pursuant to the DGC-NFB Agreement, in effect from May 6, 2009 to May 5, 2012.

The parties hereto agree as follows:

1. The Purchaser is hereby bound by all continuing obligations contained in the DGC-NFB Agreement with respect to the Production and the Director; and, without limiting the generality of the foregoing, the Purchaser will pay when due all payments required by the Agreement to be paid by the NFB to or for the Director with respect to the Production.
2. The DGC hereby relieves the NFB of all of its obligations under the DGC-NFB Agreement with respect to the Production and the Director.

Dated this ___ day of _____, 20__.

NFB Per: _____

Purchaser Per: _____

DGC Per: _____

Director Per: _____

REMITTANCE FORM



REMITTANCE - DGC **REMISE - GCR**
 Report for accounting purposes Rapport pour la comptabilité



Period / Période:

Title Titre	Membership Number Membre Numéro du Membre	Name Nom	Corporation Name Nom de la compagnie	Billing Date Date de facturation	Contract Number Numéro du contrat	Gross Fee Cahet brut	Producer Contribution 11% Contribution du producteur		Professional dues Cotisation professionnelle	
							H&W 5% Santé & bien-être 5%	RSP 6% RER 6%	Member 2%	N Member 4% Membre N-membre
	<input type="checkbox"/>									
	<input type="checkbox"/>									
	<input type="checkbox"/>									
	<input type="checkbox"/>									
	<input type="checkbox"/>									
TOTALS / TOTAUX										
GRAND TOTAL										

H&W and professional dues cheque made payable to "DGC"
 RSP cheque made payable to "London Life"
 Cheque pour le régime de santé & bien-être et pour la cotisation professionnelle libellé à "DGC"
 Cheque pour le RER libellé à "London Life"

Please send this report with remittances no later than on the 21st day of each month / Veuillez retourner ce rapport avec les remises au plus tard le 21e jour de chaque mois

to/à
 Directors Guild of Canada
 111 Peter Street, Suite 402
 Toronto, Ontario
 M5V 2H1

21/04/2009

DGC-002

REPORT ON REVENUES



**DGC-NFB AGREEMENT 2009-2012
DECLARATION OF USE FEE PAYMENTS
TO DIRECTORS**
APPENDIX F (See Article 19.06)



NFB Project 001

The DGC-NFB Agreement requires the payment of Use Fees based upon Distributors' Gross Revenue to all credited directors as provided in Section 19 of the DGC-NFB Agreement ("Agreement"). Such fee payments are made at least annually and as per the required reporting period and must be accompanied by a statement of all Distributors' Gross Revenue in accordance with the following Use Fee Payment Form. Insurance and retirement contributions and director deductions must be remitted in relation to Use Fee payments. In the case of a limited company, certification must be by an officer or director of the company.



DGC-NFB AGREEMENT 2009-2012
STATEMENT OF USE FEE PAYMENTS
 APPENDIX F (See Article 19.06)



NFB Project 001

PRODUCTION

Section 1 Filed by: _____

Company _____ Producer Distributor Rights Holder

Address _____

Contract _____ Phone _____ Fax _____

Email _____

Section 2 Production Information: _____

Final title _____ Previous title _____

Production company _____ Year produced _____

Included in a distribution package (Article 19.05) YES NO

Head Distributor: _____ Delivered to distributor on: _____

Section 3 Report Summary: _____

Cumulative, all periods of distribution to: _____ Due date: _____

Distributor's Gross Revenue (from Section 5, page 2)	TOTAL \$	_____	A
If reporting in a period where the aggregate Distributor's Gross Revenue exceeds the project budget x 100% (as confirmed by the DGC), complete lines B through J			
Confirmed pro-rata portion of DGC Distributor's Gross Revenue	\$	_____	B
Base (Line A - Line B) (if greater than \$0.00, proceed to Line D)	\$	_____	C
Payable (Line C X 3.2%)	\$	_____	D
Less: Prior Use Fee payments (If applicable)	\$	_____	E
Payable with this report (Line D - Line E)	\$	_____	F
Not a GST/ HST registrant <input type="checkbox"/> GST/ HST <input type="checkbox"/>	\$	_____	G
Total payable to DGC for credited director	\$	0.00	H
Producer contribution (Line D X 11 %)	\$	_____	I

Section 4 Interest Payable: _____

Date filed: _____ Due date: _____

Number of months late: _____ Interest Payable (Article 21.03) \$ _____ **J**

Certification

Certified correct: _____ Date: _____

Signature _____ Title: _____

Authorized official (Print or Type) _____



DGC-NFB AGREEMENT 2009-2012
STATEMENT OF USE FEE PAYMENTS
 APPENDIX F (See Article 19.06)



NFB Project 001

Section 5 Distributors' Gross Revenue

Pre-Sales: (Article 19.04 [d])

Specify source: _____ \$ _____
 Specify source: _____ \$ _____
 Specify source: _____ \$ _____
 \$ _____ (1)

Distribution Revenue:

Received by the producer: (Specify Name) _____
 From regular distribution (from Section 6) \$ _____
 From package exploitation (Article 19.05) (from Section 7) \$ _____
 From collective societies and similar agencies \$ _____
 \$ _____ (2)

Received by the Head Distributor: (Specify Name) _____
 From regular distribution (From List of Distribution Territories, Section 6) \$ _____
 From package exploitation (Article 19.05) (from Section 7) \$ _____
 \$ _____ (3)

Received by sub distributors:
 Specify name: _____
 Specify name: _____
 Specify name: _____
 From regular distribution (from Section 6) \$ _____
 From Package Exploitation (Article 19.05) (from Section 7) \$ _____
 \$ _____ (4)

Other Revenue:

Compact Devices (Article 19.04 [e]):
 Typical sell-through \$ _____ X 20% \$ _____
 Less than typical sell-through \$ _____ X 10% \$ _____
 \$ _____ (5)

Other revenue streams (specify):
 Specify: _____ \$ _____
 Specify: _____ \$ _____
 Specify: _____ \$ _____
 \$ _____ (6)

Total Distributors' Gross Revenue (To Section 3, line A) \$ _____

NFB WORKPLACE HARASSMENT POLICY

1. STATEMENT

The NFB wishes to provide a healthy and respectful workplace that fosters personal development and dignity while stimulating creativity and productivity. To that end, no harassment of any kind whatsoever will be tolerated at the NFB.

2. APPLICATION

Unless another policy or a different application is provided for in a collective agreement or a framework agreement, this policy will apply to all NFB staff, including managers, and to all consultants, freelancers, self-employed workers and suppliers of goods and services in the context of their professional or business relations with the NFB.

3. DEFINITIONS

For the purposes of this policy, the term “employee” means any person employed by the NFB either continuously or temporarily – including personnel hired for less than three months – whether or not that person is employed full time or part time, whether unionized or excluded within the meaning of the Public Service Staff Relations Act.

The term “harassment” means any improper behaviour by an employee or independent contractor that is directed at and offensive to a co-worker who is also covered by this policy and which the employee or independent contractor knew or ought reasonably to have known would be unwelcome. Harassment may take the form of objectionable comments, actions or displays that humiliate, degrade or embarrass another person, whether once, occasionally or continually. Harassment includes discrimination based on a prohibited ground, personal harassment, sexual harassment and abuse of authority.

A “workplace” is a place where staff — continuous personnel and independent contractors — carry on activities for the NFB, and includes the transit to and from the place where these activities are performed.

For the purposes of this policy, “independent contractors” includes consultants, freelancers, self-employed workers and suppliers of goods and services to the NFB under a contract in due and proper form.

4. DISCRIMINATION**Illegal Discrimination**

The Canadian Human Rights Act prohibits discrimination based on race, national or ethnic origin, colour, religion, age, sex, marital status, family status, mental or physical disability,

pardoned conviction or sexual orientation. Discrimination on the basis of childbirth or pregnancy is discrimination based on sex.

Harassment on any of these grounds is an unlawful discriminatory practice that may give rise to a complaint of harassment under the terms of this policy.

Personal Harassment

Disrespectful behaviour, called personal harassment, and sometimes referred to as psychological harassment or bullying, also comes under the scope of this policy. It involves inappropriate behaviour that demeans or embarrasses a person, but that is not based on one of the prohibited grounds for discrimination mentioned above.

Sexual Harassment

Sexual harassment means any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to someone, or might, on reasonable grounds, be perceived by an employee as placing a condition of a sexual nature on his or her employment or on any opportunity for training or promotion or, in the case of independent contractors, on any mandate or contract for goods and services.

Sexual advances, requests for sexual favours, and any other unwelcome verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to such behaviour or refusal by the person being harassed adversely affects, explicitly or implicitly, the job or the conditions of employment of that person, or, in the case of independent contractors, adversely affects, explicitly or implicitly, the performance of services or the delivery of goods to the NFB or the conditions of performance of those services or the delivery of goods by that contractor; or
- The purpose or effect of such behaviour is to impair an employee's performance at work or to create an intimidating, hostile or offensive work environment.

Abuse of Authority

Abuse of authority occurs when a person takes advantage of his or her professional authority to make demands that go beyond the context of work or unreasonably hamper the performance of tasks or the delivery of goods and services. When the abuse of authority adversely affects a person's performance, threatens his or her career or the performance of his or her services, it constitutes a form of harassment.

Behaviour That Does Not Constitute Harassment

Behaviour that is welcomed by both parties does not constitute harassment. Similarly, employee performance appraisals, supervisory monitoring and disciplinary action do not constitute harassment. Disclosure of wrongdoing under the provisions of the Public Servants Disclosure Protection Act or a complaint for violation of the Conflict of Interest and Post-employment Code do not constitute harassment.

5. NFB RESPONSIBILITIES

The NFB will ensure that employees covered by this policy who believe they have been subjected to harassment in the workplace are able to register complaints in complete confidence, with assurance of prompt attention and without fear of reprisal. The NFB will exercise care to respect the rights of both the complainant and the person complained of.

Administering this policy and handling complaints under it are the responsibility of the Manager, Staff Relations.

6. MAINTAINING CONFIDENTIALITY

The NFB will ensure that complaints filed under this policy are investigated and handled in a manner that protects the identities of the persons involved to the maximum extent possible consistent with the need to gather all relevant information. Those called upon to take part in the investigation will undertake to keep the complaint and the identity of those involved confidential.

7. ANTI-HARASSMENT POLICY PROCEDURES

General Provisions

The NFB has a responsibility to ensure its workplace is free of harassment. Where the NFB has substantiated a case of harassment, it may at any time take appropriate remedial or disciplinary action.

Responsibility of Those to Whom Policy Applies

Everyone to whom this policy applies (see section 2 above) must at all times behave in a reasonable manner with his or her co-workers. It is also everyone's duty to report to the Manager, Staff Relations, any event that might indicate that a harassment situation may exist.

Responsibility of Harassment Victims

If someone perceives certain behaviour as harassment, the first thing for that person to do, if possible, is to react promptly and tell the author of the unwelcome conduct to stop. The person feeling harassed should let this other person know that what he/she is doing or saying is offensive or humiliating. In many cases, people simply do not realize that their behaviour is bothersome and they will change their conduct once they realize it.

If a person covered by this policy believes he or she is being harassed and feels incapable of putting a stop to it without assistance, the person should not hesitate to report the situation to the appropriate officer mandated by NFB management, i.e. the Manager, Staff Relations, who will examine all the facts and circumstances relevant to the complaint. Even if a harassment victim does not wish to file a formal complaint immediately or at a later date, he or she should seek advice from the Manager, Staff Relations, about the best way to proceed. It is understood that any such initiative will be kept strictly confidential.

Responsibility of Managers in Potential Harassment Situations

Any manager told by someone that he or she feels harassed, or who has witnessed what is perceived as harassment, or to whom a harassment case has been reported, or who is assessing the accuracy of a harassment claim must immediately consult the Manager, Staff Relations, and suggest to the person who feels harassed to do likewise. Any manager who neglects to do so after receiving a harassment complaint or on learning of a possible harassment situation will be held accountable to NFB management.

Responsibility of Anyone Accused of Harassment

If someone informally complains to another person about his or her offensive behaviour, the accused should think seriously about the alleged conduct. Sometimes a person, without intending to, can say or do things that offend, humiliate or denigrate another person. In this case, the accused has a responsibility to change his or her behaviour, should go and see the Manager, Staff Relations, if he or she wants to, and may also want to consider apologizing. If the accuser and the accused are unable to resolve the situation, either of them can turn to a supervisor, union representative or Human Resources counsellor, who will look into whether the Manager, Staff Relations, needs to become involved.

Receipt of Complaint

Oral Complaint

Employees who feel they are being harassed can go and discuss the situation with the Manager, Staff Relations, who will examine various possible solutions with the employee or will explain how to file an official complaint.

Written Complaint

If the person decides to file an official complaint, it must be done in writing. In this case, the complaint must be submitted to the Manager, Staff Relations. The written formal complaint must include a detailed description of the alleged harassment, including the name(s) of the person(s) being accused, any witnesses, and any other relevant information. The Manager, Staff Relations, will acknowledge receipt of the complaint in writing within five (5) working days and will promptly meet with the alleged harasser to inform him or her of the situation and to hand over a copy of the complaint. The accused must reply in writing to the Manager, Staff Relations, within ten (10) working days so that the investigation process may begin. The Manager, Staff Relations, in conjunction with the branch in question and the Human Resources Branch, can take temporary measures to protect the parties once the complaint has been served, if such measures are deemed appropriate.

Investigation

The Manager, Staff Relations, will inform the Commissioner that an investigation is being held and will follow whatever procedure seems the most appropriate to determine and assess the facts. The investigation will begin with confidential discussions with the complainant, the person complained of, and the supervisors of the two parties. The

Manager, Staff Relations, may identify and interview other persons who might have relevant information, and has wide latitude in accessing documents and records that might provide information helpful to the investigation. A rigorous assessment of the truth and relevance of each written allegation made by the two parties will then be conducted.

The Manager, Staff Relations, is responsible for the investigation process, in compliance with this policy. The manager may ask another person or an outside consultant to conduct the investigation or may bring another person on board to provide additional expertise if he or she deems it necessary.

Resolution Through Mediation

At all times, the Manager, Staff Relations, is empowered to work with the parties to the complaint to bring about a mediated resolution, if the parties are agreeable to mediation. In this case, the investigation is suspended while mediation is in progress. If the parties resolve the complaint through mediation, the Manager, Staff Relations, will submit a written report to the Commissioner, indicating simply that the complaint has been withdrawn. The details of the complaint resolution through mediation remain confidential, and only the parties involved are aware of them, except if remedial action must be taken. In this case, only the details required in order to implement the remedial action will be revealed to whomever needs to know, according to the rules governing mediation. If a settlement is achieved through mediation, the complaint file is closed.

If, on the other hand, the parties do not come to an agreement through mediation, the investigation process resumes where it was left off. Since mediation is a confidential process, any information shared during the course of mediation may not be taken into account in the investigation, unless the information was already in the file or is revealed and corroborated by other sources during the investigation.

Results of Investigation

Once the investigation has been completed, and if no resolution of the complaint has been achieved through mediation, the Manager, Staff Relations, will prepare a report setting out the result of the investigation and his or her recommendations. The report will be submitted to the NFB Commissioner as soon as possible following the end of the investigation.

The report must include the four (4) items below for each situation mentioned in the complaint:

1. Description of the allegations;
2. Results of the investigation, specifying what has been substantiated or invalidated;
3. An analysis of the results and the related recommendation, indicating one of three possible determinations:
 - i. Harassment did occur or
 - ii. Harassment did not occur or
 - iii. Harassment did not occur and an unfounded or malicious complaint was filed;

4. Remedial or disciplinary action being recommended, if any.

Report to NFB Commissioner

The Commissioner, along with the hierarchal division supervisor of the division concerned and the Director, Human Resources, reviews the report. The Commissioner promptly advises the Manager, Staff Relations, whether or not he or she accepts the analysis of the investigation and the recommendations made in the report. If the Commissioner rejects them, in whole or in part, he or she must provide the reasons for the decision so that it can be determined whether further information is required. If so, the Manager, Staff Relations, must provide the additional information and determine whether it has an impact on the initial recommendations. Following consultation with the hierarchal division supervisor of the division concerned and the Human Resources Director (except where they are themselves the subject of the complaint), the final decision regarding both analysis and recommendations lies with the Commissioner.

The Commissioner then makes his final decision in the report, indicating whether the accusations of harassment are substantiated or not.

If the Commissioner rejects the conclusions or recommendations of the investigation on the basis of a technical irregularity, he will advise the Manager, Staff Relations, to that effect and assign the matter to a third party of his or her choice.

8. REMEDIAL AND DISCIPLINARY ACTION

Substantiated Complaint:

- a) If the harassment complaint is substantiated, the report and the Commissioner's decision are presented to the parties and to each party's union representative, if applicable. The Director of Human Resources, with the collaboration of the hierarchal division supervisor of the division concerned, is responsible for implementing the decision.
- b) If the person found guilty of harassment occupies a management position, the Commissioner and the Director of Human Resources (if the latter is not the subject of the complaint) decide on which corrective or disciplinary measures to apply. Once these have been approved, the Director of Human Resources is responsible for applying them.
- c) In the eventuality that the Director of Human Resources is accused of harassment, the Manager, Staff Relations informs the Commissioner and transfers the investigation and the writing of the report to an outside firm. The Commissioner works directly with this firm to follow up the investigation and the ensuing measures, if any.

Applicable Measures

Depending on the seriousness of the harassment, remedial action may, for either or both parties, include training, adjustments to the work environment, various forms of apology,

transfer of either party, or the full range of disciplinary action, including dismissal of the wrongdoer if he or she is an NFB staff member. In the case of an independent contractor, recommendations can lead to cancellation of a contract for goods or services.

Implementation

Where remedial or disciplinary action is recommended and approved by the NFB Commissioner, it will be implemented within the time limit set by the Commissioner, but this limit may not exceed ten (10) working days of the parties' receipt of the report, unless there are exceptional circumstances. Longer-term initiatives, such as the development and implementation of training, may not be completed within this time frame, but steps toward their completion must have been initiated. Management, in fulfilling its responsibilities, may choose to vary the recommended remedial action for legitimate business or legal reasons. This is acceptable provided the desired result can be achieved and provided the Commissioner gives his or her approval.

Unsubstantiated or Malicious Complaint:

In cases of an unsubstantiated or malicious complaint, remedial action may include various forms of apology or the full range of disciplinary action, including dismissal. If an unsubstantiated or malicious complaint is filed by an independent contractor, the remedial action may include cancellation of the contract for goods or services with that person or with the organization or person who hired the contractor.

9. APPEAL

The report by the Manager, Staff Relations, after being accepted by the Commissioner, is submitted to the parties, taking into account the provisions of the Privacy Act. If any party to the complaint is dissatisfied with the conclusions of the report and the determination of the Commissioner, the party may, within ten (10) working days of the decision, file an appeal in writing directly to the NFB Commissioner, with a true copy to the Manager, Staff Relations, setting out the reasons for the appeal. To allow an appeal, the Commissioner must be satisfied that the process was flawed, for a reason such as:

- Relevant evidence or information known during the investigation was ignored;
- Relevant evidence or information that was not available to the parties at the time of the investigation has come to light.

If the NFB Commissioner finds insufficient grounds for a review of the determination, the parties will be advised and the appeal dismissed. If the NFB Commissioner decides that the determination should be reviewed, he or she may ask the parties involved for further information, and amend his or her initial determination as well as any remedial and disciplinary action to be taken.

10. GRIEVANCE FOR DISCIPLINARY ACTION

Some collective agreement provisions also apply to the application of disciplinary measures to a staff member and allow for the filing of a grievance, if applicable.

A union member may file a grievance under the provisions of the appropriate collective agreement. An independent contractor who is a member of a professional association certified under the Status of the Artist Act (e.g. UDA, ACTRA, AFM, SPACQ, SARTEC, WGC, DGC, AQTIS), having a scale agreement with the NFB, may file a grievance in accordance with the scale agreement.

11. RETENTION OF DOCUMENTS

Reports on complaints and files on completed investigations of harassment will be maintained under strict security in the Staff Relations Unit of the Human Resources Branch. All closed files will be retained for a period of not less than three years from the date of closing. Files of complaints in which harassment was determined to have occurred will be retained for seven (7) years following the rendering of the decision, or after any follow-up action which was required, whichever is later. When the appropriate time period has elapsed, the files will be destroyed.

In the case of employees, documents regarding harassment complaints are not added to their personal files until formal disciplinary action has been taken following an investigation. This documentation is retained and removed (and destroyed) in compliance with existing procedures and the provisions of any applicable collective agreement in effect. In the case of an independent contractor, documents regarding a harassment complaint are put in his or her contract file by the Administration Branch. This file is retained according to the rules governing the retention of documents of that branch and in compliance with the provisions of the Privacy Act.

12. REVIEW OF POLICY

This policy is subject to periodic review to ensure it reflects recent developments in legislation and case law.

LETTER OF AGREEMENT 1

Letter of Agreement between

The National Film Board (“NFB”)

and

The Directors Guild of Canada (“DGC”)

Whereas the NFB and the DGC have concluded a first Agreement to which this letter is attached and incorporated;

Whereas there is a bona fide dispute between the DGC and the NFB concerning when required from a director in Animation the work of transforming an accepted project into original and dynamic animation using various genres, techniques, means, styles and designing detailed storyboards, layouts or models consisting of key graphics and supporting data (hereafter “the Work”);

Whereas the parties do not agree on the inclusion (DGC) or exclusion (NFB) of the Work in the certification of the DGC as directing work;

Whereas the parties agree that the signature of the first Agreement should not be delayed while this dispute is being resolved;

Whereas the parties agree that a temporary solution should be put in place on a without prejudice basis;

The parties agree to the following;

- The Preamble forms part of the agreement between the parties.
- The Work will not be governed by the Agreement. The minimum fee determined in article 16 of the Agreement for the director in Animation services does not include a payment for the Work.
- When the director is required by the NFB to do the Work or aspects of the Work, a Personal Service Contract distinct from the contract under the Agreement will be signed and a fee for that Work determined between the director and the NFB.
- When the director is required by the NFB to do the Work or aspects of the Work, the NFB agrees, in addition to pension and insurance benefits payable under the Agreement, to make

additional contribution to pension and benefits, at the same rate, based on fifty per cent (50%) of the fee in the Personal Services Contract of the director with the NFB for the Work.

- This arrangement is made without prejudice to the parties' positions concerning the inclusion or exclusion of the Work and is not an admission by either party on the value of the various services to be rendered by the Individual engaged as a director in Animation Productions.
- This Letter of Agreement stays in force up until a resolution of the dispute is arrived at or when the Agreement terminates whichever is the earliest.

In witness whereof the parties have signed in Toronto, this 6th day of May, 2009.

For the NFB:

For the DGC:

Tom Perlmutter
Government Film Commissioner

Sturla Gunnarsson
President

Linda Smith
Manager, Staff Relations

Brian Baker
Director of Director Affairs



LETTER OF AGREEMENT 2

Letter of Agreement between

The National Film Board (“NFB”)

and

The Directors Guild of Canada (“DGC”)

Re: Article 19 of the DGC-NFB Agreement (use fees)

1. The parties wish to consign the understandings supporting their agreement to article 19 of the Agreement.
2. The parties agree on the principles that a director should share in revenue derived from a Production and that revenue sharing would occur after recovery of production costs (the Budget) from revenues received by the NFB from distributors.
3. The NFB has represented to the DGC that:
 - (a) NFB accounting for historical reasons does not allow any simple comprehensive tracking of revenues related to a Production;
 - (b) Existing mechanisms are labour intensive and costly for the NFB;
 - (c) The NFB cannot afford to implement cost inefficient reports. Based on existing experience with its different reports and the requirements of the DGC, the NFB will work towards having a single mechanism that is automated and reliable with the expectation of immediate implementation.
4. The parties acknowledge the need to promptly develop a better reporting and payment mechanism for revenue sharing, as well as a proper calculation mechanism of the rate base for use fees that takes into account the necessity for the NFB to recover production costs and undertake to work together diligently to develop such a new mechanism.
5. The parties agree that for the duration of this Agreement, or until a new reporting and mechanism for revenue sharing is agreed upon, a modified existing report accepted by the DGC will be followed.

In witness whereof the parties have signed in Toronto, this 6th day of May, 2009.

For the NFB:

For the DGC:

Tom Perlmutter
Government Film Commissioner

Sturla Gunnarsson
President

Linda Smith
Manager, Staff Relations

Brian Baker
Director of Director Affairs