

LETTER RELATING TO THE RENEWAL OF THE SCALE AGREEMENT

**BETWEEN
DIRECTORS GUILD OF CANADA (DGC)
AND
NATIONAL FILM BOARD OF CANADA (NFB)
(the "Parties")**

WHEREAS the Parties entered into a Scale Agreement dated May 6, 2009 to May 5, 2012, as renewed from time to time) (the "Scale Agreement");

WHEREAS according to article 21.01 of the Scale Agreement, its terms and conditions shall apply until a new Scale Agreement is signed;

WHEREAS the Parties have negotiated the terms and conditions of a new Scale Agreement and wish to execute such new Scale Agreement incorporating the amendments described in Appendix A attached hereto, such new agreement to be effective from January 31, 2021 until July 30, 2025;

WHEREAS the purpose of this letter is to confirm the understanding between the Parties regarding the new terms and conditions of this Scale Agreement;

WHEREAS the Parties will subsequently sign a new scale agreement incorporating the changes described below;

THE PARTIES AGREE TO THE FOLLOWING:

1. The preamble forms an integral part hereof.
2. The representatives of DGC and the NFB have agreed to the following terms of settlement and to submit them to their respective principals for ratification:
 - a) The current Scale Agreement between the Parties, will be replaced by the Scale Agreement, the provisions of which will take effect on January 31, 2022 and will remain in effect until July 30, 2025;
 - b) The paragraphs and annexes attached as Appendix A, and the Letter of Agreement no. 1, agreed by the Parties will be incorporated into the new Scale Agreement;
 - c) All other terms and conditions contained in the Scale Agreement will remain unchanged, with the exception of editorial and numerical changes ;
 - d) For ease of reading :

Text changes or additions are presented in underlined.

Suggested text extractions are presented in strikethrough format.

The proposed new articles are indicated by the term "(NEW TEXT)"

Appendix A to F will be modified in order to make reference to the new Scale Agreement and the Contract Forms will be modified to reflect the terms and conditions of the new Scale Agreement. Appendix G is deleted.

Letter of Agreement no. 1 is replaced by the attached Appendix B - Letter of Agreement no.1 (Animation Productions) and the Letter of Agreement no.2 and the Letter of Agreement no. 3 are deleted.

IN WITNESS THEREOF THE PARTIES HAVE SIGNED, THIS 20th DAY OF DECEMBER, 2021.

For NFB:



Julie Patry
Senior Legal Counsel and Head, Artists' Association Relations

For DGC:



Nathalie-Anne Brassard
DGC National Directors Division

APPENDIX A

MODIFICATIONS TO THE SCALE AGREEMENT DGC-NFB 2009-2021 (2021)

CURRENT SCALE AGREEMENT	AGREED TEXT
<p><i>When only the article number has been changed, it has not been included in this table.</i></p>	<p>Legend:</p> <p><u>Underlined</u> words are additions</p> <p>Striked words are eliminated</p> <p><i>When there is no text in the current scale agreement column, the agreed text column is an entirely new text.</i></p>
<p>NOTE : Use of the masculine in the texts in this Agreement is generic, and applies to both men and women.</p>	<p>NOTE : Use of the masculine in the texts in this Agreement is generic, and applies to <u>all people, including but not limited to both men, women, non-binary, gender non-conforming and LGBTQ2S+ people.</u></p>
<p>1- DEFINITIONS</p>	
	<p><u>1.02</u> Animation Work</p> <p>Animation Work includes labour costs required to transform materials using various genres, techniques and styles to create the illusion of movement such as drawing, painting, photographing, filming, sculpting, fabricating, designing programming or manipulating various materials, models, layouts, storyboards, graphics or other physical or computer-generated elements. This work can be performed by an animator, puppet fabricator, computer modeler, computer animation rigger, if appropriate. For clarity this work excludes editing, colour correction, titling or any other work that does not contribute to the transformation of materials to create the illusion of motion.</p>
	<p><u>1.04</u> Development Budget means the total authorised budget of all services and expenses that occur in the Development Phase.</p>
	<p><u>1.17</u> Series consists of several episodes linked together by narrative or educational thread (e.g. 1 Minute of science SVP), or by a bible (same characters, universe, etc.) directed by a single director or by co-directors (e.g. True North, La liste des choses qui existent).</p>

CURRENT SCALE AGREEMENT	AGREED TEXT
3. NFB RIGHTS AND OBLIGATIONS	
<p>3.11 Personal Harassment Policy</p> <p>(a) The “Workplace Harassment Policy” of the NFB is incorporated as Appendix G of this Agreement.</p> <p>(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.</p> <p>(c) In all cases and throughout the process, a director/first assistant director may refer to the DGC for assistance.</p> <p>(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.</p> <p>(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.</p>	<p>3.11 Personal Harassment Policy</p> <p>(a) The “<u>Policy on the Prevention and Resolution of Workplace Harassment and Violence</u>” of the NFB is incorporated <u>into</u> as Appendix G of this Agreement. Said policy is available at http://onf-nfb.gc.ca/en/about-the-nfb/publications/policy-on-the-prevention-and-resolution-of-workplace-harassment-and-violence/.</p> <p>(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.</p> <p>(c) In all cases and throughout the process, a director/first assistant director may refer to the DGC for assistance.</p> <p>(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.</p> <p>(e) The parties agree that the grievance and arbitration procedure provided in <u>section</u> article 7 of this Agreement is applicable to a director’s/first assistant director’s harassment complaint.</p>
6. CONTRACTS	
<p>6.06 In the Investigate and Development Phases, the contract shall specify the following:</p> <p>(a) the description of deliverables by the director;</p> <p>(b) the category of the intended Production (as described in article 6.04);</p> <p>(c) the fee negotiated;</p> <p>(d) the timeline for deliveries by the director and payment(s) to the director; and</p> <p>(e) the name of the individual NFB producer responsible for the director’s contract.</p>	<p>6.06 In the Investigate <u>Phase</u> and Development Phases, the contract shall specify the following:</p> <p>(a) the description of deliverables by the director;</p> <p>(b) the category of the intended Production (as described in article 6.04);</p> <p>(c) the fee <u>negotiated fee</u>;</p> <p>(d) the timeline for <u>directing</u> deliverables and payment schedule;</p> <p>(e) the name of the individual NFB producer responsible for the director’s contract; <u>and</u></p> <p>(f) the <u>specified beginning and end dates of the contract</u>;</p> <p><u>and</u></p> <p>(g) the <u>director’s assigned workplace</u>.</p> <p><u>A copy of the Budget’s top sheet shall be attached to the contract.</u></p>
<p>6.07 In the subsequent Phases, the contract shall specify the following:</p>	<p>6.07 In the subsequent Production Phases, <u>The contract executed at the Production Phase shall specify the following:</u></p>

CURRENT SCALE AGREEMENT	AGREED TEXT
<p>(a) the category of the Production (as described in article 6.04) and its ISAN number when available;</p> <p>(b) the intended length of the Production;</p> <p>(c) the intended versions and their respective lengths;</p> <p>(d) the fee negotiated;</p> <p>(e) the schedule of payments to the director;</p> <p>(f) the credit and its placement;</p> <p>(g) an indication of the dates and shooting locations; and</p> <p>(h) any other conditions (e.g. working facilities, working team resources).</p>	<p>(a) the category of the Production (as described in article 6.04) and its ISAN number when available;</p> <p>(b) the intended length of the Production;</p> <p>(c) the intended versions and their respective lengths;</p> <p>(d) the <u>negotiated</u> fee negotiated;</p> <p>(e) the schedule of payments to the director;</p> <p>(e) the credit and its placement the <u>specified beginning and end dates of the contract;</u></p> <p>(f) an indication of the dates and shooting locations the <u>payment schedule;</u> and</p> <p>(g) any other conditions (e.g. working facilities, working team resources) <u>the credit and its placement;</u></p> <p><u>(h) an indication of the dates and shooting locations;</u></p> <p><u>(i) the name of individual NFB producer responsible for the director's contract;</u> and</p> <p><u>(k) the director's assigned workplace; and</u></p> <p><u>(j) any other conditions (e.g., working facilities, working team resources).</u></p> <p><u>A copy of the Budget's top sheet shall be attached to the contract.</u></p>
9 - HEALTH AND SAFETY	
<p>9.07 Medical Attention and Hospitalization</p> <p>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.</p> <p>Any monies that the NFB might have to advance will be reimbursed by the director/first assistant director to the NFB.</p>	<p>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.</p> <p>Any monies that the NFB might have to advance will be reimbursed by the director/first assistant director to the NFB.</p>
10 – TRAVEL AND ACCOMODATIONS	10 – TRAVEL, AND ACCOMMODATION AND TRAVEL INSURANCE
<p>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:</p>	<p>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 <u>NFB reimburses the director in conformity with the Travel Directive of the National Joint Council in force at the time of the expenses</u> (https://www.njc-cnm.gc.ca/directive/d10/en), assumes the</p>

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<p>(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;</p> <p>(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;</p> <p>(c) All rental or leasing costs where the director/first assistant director is required by the NFB to lease or rent a vehicle;</p> <p>(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;</p> <p>(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.</p>	<p>following: <u>Based on his Headquarter Area, the director is reimbursed for the following expenses:</u></p> <p>(a) Actual transportation expenses <u>by airplane, on scheduled carriers covering</u> in economy <u>class air, economy rail fare</u> or such other transportation, <u>such as bus, train, public transportation, taxi or limousine and the actual costs of reasonable and appropriate accommodation;</u></p> <p>(b) <u>The actual costs of reasonable and appropriate accommodation;</u></p> <p>(c) A kilometrage allowance equal to the kilometric travel policy allowance in force at the NFB, <u>W</u>hen the director/first assistant director is required by the NFB to use his own automobile, <u>a kilometric allowance equal to the kilometric Travel Directive applicable to his destination;</u></p> <p>(d) All rental or leasing costs where the director/first assistant director is required by the NFB to lease or rent a vehicle;</p> <p>(e) <u>Actual cost of parking</u> 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;</p> <p>(f) A per diem allowance, at the rate and the conditions applicable to <u>his destination</u> 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 <u>is</u> may be reduced by the equivalent amount applicable to any or all of the meals.</p>
	<p>10.2 Headquarter Area: For the purpose of this section, the Headquarter Area spans an area of 16 kms from the assigned workplace using the most direct, safe and practical road. The</p>

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	<p>director's/first assistant director's contract must indicate the assigned workplace.</p> <p>For directors/first assistant directors residing in the greater metropolitan area of one of the NFB's production studios (Vancouver- BC, Edmonton - AB, Winnipeg - MB, Toronto - ON, Montreal - QC, Halifax - NS, Moncton - NB, St. John – NL) unless otherwise agreed between the director and the NFB, the assigned workplace is the NFB production studio indicated in the director's/first assistant director's contract.</p> <p>The "metropolitan area of one of the NFB's production studios" is defined by Statistic Canada: https://www12.statcan.gc.ca/census-recensement/2016/as-sa/fogs-spg/Index-eng.cfm, as modified by Statistic Canada from time to time.</p> <p>If the director/first assistant director is residing outside the greater metropolitan area of one of the NFB's production studios, his contract shall indicate the assigned workplace for the purpose of calculating the 16 km span area.</p>
	<p><u>10.3</u> The allowance rates, such as kilometric rates and per diems for meals, are prescribed in the Travel Directive and adjusted based on the destination where the director/first assistant director is travelling.</p>
	<p><u>10.04</u> In the interest of safe driving, when a director/first assistant director is driving a vehicle, he shall do so in accordance the safety parameters set forth in article 3.2.11 c) of the Travel Directive.</p>
	<p><u>10.05</u> The NFB reimburses the director/first assistant director within 15 days of receiving his expense report accompanied with suitable documentation and receipts.</p>
<p>10.02 The NFB shall always provide adequate funds to pay for production expenses. The director/first assistant 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</p>	<p>10.02 <u>10.06</u> The NFB shall always provide adequate funds to pay for production expenses. The director/first assistant 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.</p>

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<p>director/first assistant director upon presentation of suitable documentation.</p>	
<p>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.</p> <p>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.</p>	<p>10.03 <u>10.07</u> NFB Insurance Obligations 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 <u>insurance for out-of-province or out-of-Canada medical emergency and insurance for accidental death or dismemberment while travelling –outside the province or territory of residence or outside Canada.</u> 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. <u>The insurance shall carry the following insured capital sums: a maximum life benefit for out-of-the province or out-of-Canada emergency care of \$1,000,000. per eligible person and maximum benefit of \$500,000 in the event of accidental death or dismemberment.</u></p> <p><u>Additional insurance will be subscribed for war risk, should the NFB require the director/first assistant director to travel and work in a war zone.</u> 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.</p>
	<p><u>10.08</u> Co-producers Insurance Obligations</p> <ul style="list-style-type: none"> • TRAVEL INSURANCE <p>The co-producer adhering to this Agreement pursuant to article 2.06 shall verify whether the director/first assistant director possesses insurance covering medical care and repatriation in case of accident, illness or death. If the director/first assistant director is not protected by any insurance plan, the co-producer shall subscribe an insurance at their own expense to cover these risks.</p>

CURRENT SCALE AGREEMENT	AGREED TEXT
	<p>Seven (7) days prior to departure the co-producer must confirm to the DGC the status of insurance of the director/first assistant director.</p> <p>ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE The co-producer shall provide accidental death and dismemberment insurance with a benefit in a sum not less than \$250,000 for the benefit of the director/first assistant director's designated beneficiary when the director/first assistant director is required to travel by air transportation anywhere or by any mode of transportation to a distant location which for this purpose shall be defined to be greater than-500 km-from the assigned workplace.</p> <p>AIRPLANE AND HELICOPTER, UNDERWATER AND/OR WATERCRAFT INSURANCE</p> <p>The co-producer will provide an additional minimum coverage of \$250,000 of accidental death and dismemberment insurance (not common carrier travel insurance) to any director/first assistant director required by the co-producer to fly in a helicopter or in an aircraft in connection with the Production (other than ordinary travel), such as lining up shots, rehearsals, photography or scouting for locations. The extended insurance coverage will also apply to any director/first assistant director required by the co-producer to work underwater or travel by watercraft.</p>
12 – TERMINATION, CANCELLATION, FORCE MAJEURE	12 – TERMINATION, CANCELLATION, FORCE MAJEURE, <u>POSTPONEMENT OR SUSPENSION</u>
	<p><u>POSTPONEMENT OR SUSPENSION OF PRODUCTION DURING THE PRODUCTION</u></p> <p><u>12.06</u> The penalty and indemnification provided for in articles 12.07 to 12.11 only apply to postponements and suspensions solely attributable to the NFB without prior consultation and written agreement with the director.</p>
	<p><u>12.07</u> The parties recognize the importance of the beginning and end dates appearing in the director's contract. Hence, the Production should be completed within the time frame set out</p>

CURRENT SCALE AGREEMENT	AGREED TEXT
	<p>in the director’s contract and in accordance with the production schedule agreed upon by the NFB and the director.</p> <p>However, the parties also acknowledge that the unique nature of the Productions produced by the NFB and the vagaries and requirements of production mean sometimes that a production schedule will change.</p>
	<p><u>12.08</u> Any change to the production schedule that delays the beginning or the end dates of the director’s contract by one (1) to three (3) months shall be considered a postponement.</p> <p>Any change to the production schedule that delays the beginning or the end dates of the director’s contract by more than three (3) months is considered a suspension.</p>
	<p><u>12.09</u> If the NFB postpones or suspends the production for any reason not attributable to the director, the NFB must notify the director in writing without delay. The notice must state the reason for the postponement or the suspension and must be sent to the DGC.</p>
	<p><u>12.10</u> Unless the postponement is attributable to the director or to Force Majeure, the director shall be entitled to a penalty equivalent to 10% of the total director’s fee for directing services, prorated over the period of three (3) months, paid in equal monthly installments for each full month of postponement. For clarity, in the case of an Animation Production, the 10% calculation is based on the director’s DGC fee only, not including the amount for animation services.</p>
	<p><u>12.11</u> If the director receives a notice of suspension, the director may :</p> <p>a) terminate his directing contract in accordance with article 12.01 c) and, in addition, obtain compensation equivalent to the amount of the next scheduled installment payment up to a maximum of \$5,000; or</p> <p>b) obtain the suspension of his directing contract, according to terms negotiated by mutual agreement with the NFB, which must at least grant the director a right of first refusal to direct the work when production resumes and the payment of a negotiated indemnity.</p>

CURRENT SCALE AGREEMENT	AGREED TEXT
13 - CREDITS	
<p>13.04 The director’s credit shall appear on a single card or its equivalent.</p> <p>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.</p> <p>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.</p>	<p>13.04 The director’s credit shall appear on a single card or its equivalent.</p> <p>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.</p> <p>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.</p> <p><u>For Productions made specifically for new media platforms, the credit of the director will appear in a prominent and consistent manner according to the best practices of the platform.</u></p>
15 - PRINCIPLES OF REMUNERATION OF THE DIRECTOR	
<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>15.05 Fees for the Investigate Phase and Development Phases will be negotiated between the director and the NFB based on the anticipated type and amount of work required to prepare <u>and deliver the full proposal for programming deliverables.</u></p> <p>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. <u>When if a co-producer after hiring a director enters into a Co-Production agreement with the NFB prior to the end of pre-production, and the co-producer adheres to the scale agreement in accordance with article 2.06,</u> this Agreement will apply in full.</p> <p>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.</p>
15.07	15.07

CURRENT SCALE AGREEMENT	AGREED TEXT
<p>(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.</p> <p>(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.</p> <p>(c) The rate of payment for such additional work is negotiated between the director and the NFB by mutual consent.</p>	<p>(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.</p> <p>(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.</p> <p>(c) The rate of payment <u>fee</u> for such additional work is negotiated between the director and the NFB by mutual consent.</p>
<p>16 – MINIMUM FEES AND SCHEDULE OF PAYMENTS FOR DIRECTORS</p>	
<p>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.</p>	<p>16.02 The schedule of payments for the director’s <u>compensation remuneration</u> is determined in the contract. For clarity, as described in article 15.05, fees paid during the Investigate and Development <u>phases</u> are considered to be payments applied to the relevant schedule of payments below.</p>
<p>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.</p>	<p>16.03 Where in the calculation of instalments any instalment is less than \$200, such instalment may be combined with the previous or subsequent instalment.</p>
<p>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).</p>	<p>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).</p>
	<p><u>16.04 Fees based on Budget</u> In this section 16, the minimum fees for the services of the director are based on a percentage of the Budget. This percentage varies per genre.</p>

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	<p>The Budget includes any revision until the acceptance by the NFB of the first complete contracted version of the Production that is technically ready for public release (copy zero) as per article 6.09.</p> <p>The negotiated fees as of the date of the execution of the director’s contract in the Development Phase or for the Production are guaranteed and will not be reduced if the development costs or the production costs come under Budget.</p>
DOCUMENTARY PRODUCTIONS	
<p>16.07 The minimum fees for directors in Documentary Productions are the following: (...table)</p>	<p>16.07 Minimum fees for Documentary Productions The minimum fees for directors in Documentary Productions are the following:</p> <p><u>For the Production, the minimum fee is 10% of the Budget or \$3,500, whichever is greater.</u></p> <p><u>For the Development Phase, the minimum fee is 20% of the Development Phase Budget. If the project is produced, such fee will be counted as part of the negotiated fee for the Production, as per article 15.05.</u></p>
<p>16.08 The schedule of payments must provide for eight (8) instalments in four (4) phases as specified below.</p> <p>(1) Twenty per cent (20%) of the fee negotiated paid at the end of the Development Phase as follows:</p> <p>(a) Ten per cent (10%) on completion of the full proposal for programming. (b) Ten per cent (10%) on signing of the Production contract.</p> <p>(2) Forty-five per cent (45%) of the fee negotiated paid at the end of the Production Phase as follows:</p> <p>(a) Ten per cent (10%) on completion of pre-production. (b) Thirty-five per cent (35%) on completion of production.</p>	<p><u>16.08 Payment schedule for Documentary Productions</u> The schedule of payments must provide for <u>8-14 or more</u> installments in <u>4 3-phases</u>, as specified below:</p> <p>(1) <u>Development Phase - 100% of the negotiated fee paid in the Development Phase as follows:</u></p> <p>(a) <u>20% at the beginning of the Development Phase – Upon the initial (kick-off) meeting with the producer for this phase;</u></p> <p>(b) <u>50% on completion of the director’s development shoot and/or the delivery of the director’s draft directing statement and other documents required as deliverables. This amount can be divided into smaller installments if, for example, there is more than one shooting block and/or document to be submitted during that phase;</u></p> <p>(c) <u>30% on the final delivery of the director’s directing statement and final delivery of the other documents required as deliverables and the acceptance of a demo, as the case may be.</u></p>

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<p>(3) Thirty per cent (30%) of the fee negotiated paid at the end of the Post-Production Phase as follows:</p> <p>(a) Fifteen per cent (15%) on completion of the picture editing.</p> <p>(b) Ten per cent (10%) on completion of the final sound mix.</p> <p>(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.</p> <p>(4) Following consultation about the primary launch event and promotional materials:</p> <p>(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.</p>	<p>(2) Production Phase –<u>55% of the negotiated fee less the fee paid at the Development Phase, to be paid as follows:</u></p> <p>(a) <u>5%-at the beginning of the Production Phase – upon the initial (kick-off) meeting with the producer for this phase;</u></p> <p>(b) <u>10% on first day of principal photography;</u></p> <p>(c) <u>40% on completion of principal photography; if there are several shooting blocks, the payment shall be divided into installments and paid upon completion of any shooting block.</u></p> <p>(3) Post-Production Phase – <u>45% of the negotiated fee less the fee paid at the Development Phase, to be paid as follows:</u></p> <p>(a) <u>5% upon delivery and acceptance of the first assembly;</u></p> <p>(b) <u>5% upon delivery and acceptance of the rough cut;</u></p> <p>(c) <u>10% upon delivery and acceptance of the fine cut;</u></p> <p>(d) <u>5% upon delivery and acceptance of the picture lock;</u></p> <p>(e) <u>5% upon delivery and acceptance of the colour correction;</u></p> <p>(f) <u>5% upon delivery and acceptance of the final mix;</u></p> <p>(g) <u>5% on completion of any contracted version of the Production 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)(f) have been completed;</u></p> <p>(h) <u>5% upon acceptance by the NFB that the picture and sound technical files comply with the NFB requirements (Quality & Control step).</u></p>
<p>ANIMATION PRODUCTIONS</p> <p>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,</p>	<p>ANIMATION PRODUCTIONS</p> <p>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</p>

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<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>
<p>16.10 The minimum fees for directors in Animation Productions are the following: (...)</p>	<p>16.10 Minimum fees for Animation Productions The minimum fees for directors in Animation Productions are the following:</p> <p><u>For the Production, the minimum fee is 12.5% of the Budget or \$3,500, whichever is greater.</u></p> <p><u>If the Budget in Production is \$100,000 or less, the minimum fee is 15% of the Budget or \$3,500, whichever is greater.</u></p> <p><u>For the Development Phase, the minimum fee is 25% of the Development Phase Budget. If the project is produced, such fee will be counted as part of the negotiated fee for the Production, as per article 15.05.</u></p> <p><u>If the director is also the sole or the primary animator supported by a team, the provisions of Letter of Agreement no. 1 will apply.</u></p>
<p>16.11 The schedule of payments must provide for eight (8) instalments in four (4) phases as specified below.</p> <p>(1) Twenty per cent (20%) of the fee negotiated paid at the end of the Development Phase as follows:</p> <p>(a) Ten per cent (10%) on completion of the full proposal for programming.</p> <p>(b) Ten per cent (10%) on signing of the Production contract.</p> <p>(2) Fifty-five per cent (55%) of the fee negotiated paid at the end of the Production Phase as follows:</p> <p>(a) Ten per cent (10%) on completion of pre-production.</p> <p>(b) Forty-five per cent (45%) on completion of production.</p>	<p>16.11 Payment schedule for Animation Productions The schedule of payments must provide for <u>8 10 or more</u> installments in <u>4 3</u> phases, as specified below:</p> <p>(1) Development Phase – <u>100% of the negotiated fee paid in the Development Phase as follows:</u></p> <p>(a) <u>20%-at the beginning of the Development Phase – Upon the initial (kick-off) meeting with the producer for this phase;</u></p> <p>(b) <u>50% on completion of the director’s deliverables during this phase such as, the director’s draft directing statement and other documents required as deliverables during this phase, the story board (if made by the director), the animatic, the animation tests and technical tests and related reports, the mood board and/or look board. This amount can be divided into smaller installments if for example, there is more than</u></p>

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<p>(3) Twenty per cent (20%) of the fee negotiated paid at the end of the Post-Production Phase as follows:</p> <p>(a) Ten per cent (10%) on completion of the picture editing.</p> <p>(b) Five per cent (5%) on completion of the final sound mix.</p> <p>(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.</p> <p>(4) Following consultation about the primary launch event and promotional materials:</p> <p>(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.</p>	<p><u>one deliverable and/or document to be submitted during that phase;</u></p> <p>(c) <u>30% on the final delivery of the director's directing statement and final delivery of the other deliverables set out in the director's contract.</u></p> <p>(2) Production Phase – <u>70% of the negotiated fee less the fee paid at the Development Phase, to be paid as follows:</u></p> <p>(a) <u>5% at the beginning of the Production Phase – upon the initial (kick-off) meeting with the producer for this phase;</u></p> <p>(b) <u>10% on the beginning of key animation;</u></p> <p>(c) <u>55% during the key animation – payments based on monthly progress of the animated project until delivery of the first complete edit of the animation work.</u></p> <p>(3) Post-production Phase – <u>30% of the negotiated fee less the fee paid at the Development Phase, to be paid as follows:</u></p> <p>(a) <u>10% upon delivery and acceptance of the picture lock;</u></p> <p>(b) <u>10% upon delivery and acceptance of the final mix;</u></p> <p>(c) <u>5% on completion of any contracted version of the Production 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;</u></p> <p>(d) <u>5% upon acceptance by the NFB that the picture and sound technical files comply with the NFB requirements (Quality & Control step).</u></p>
<p>DRAMA PRODUCTION</p>	
<p>16.13 The minimum fees for directors in Drama Productions are the following: (...)</p>	<p>16.13 Minimum fees for Drama Productions The minimum fees for directors in Drama Productions are the following:</p> <p><u>For the Production, the minimum fee is 10% of the Budget or \$3,500, whichever is greater.</u></p> <p><u>For Budgets over \$1,000,000, the director's fee is negotiable but cannot be less than \$100,000.</u></p>

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	<p><u>For the Development Phase, the minimum fee is 20% of the Development Phase Budget. If the project is produced, such fee will be counted as part of the negotiated fee for the Production, as per article 15.05.</u></p>
<p>16.14 The schedule of payments must provide for eight (8) instalments in four (4) phases as specified below.</p> <p>(1) Twenty per cent (20%) of the fee negotiated paid at the end of the Development Phase as follows:</p> <p>(a) Ten per cent (10%) on completion of the full proposal for programming.</p> <p>(b) Ten per cent (10%) on signing of the Production contract.</p> <p>(2) Fifty-five per cent (55%) of the fee negotiated paid at the end of the Production Phase as follows:</p> <p>(a) Fifteen per cent (15%) on completion of pre-production.</p> <p>(b) Forty per cent (40%) on completion of production.</p> <p>(3) Twenty per cent (20%) of the fee negotiated paid at the end of the Post-Production Phase as follows:</p> <p>(a) Ten per cent (10%) on completion of the picture editing.</p> <p>(b) Five per cent (5%) on completion of the final sound mix.</p> <p>(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.</p> <p>(4) Following consultation about the primary launch event and promotional materials:</p> <p>(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.</p>	<p>16.14 Payment schedule for Drama Productions The schedule of payments must provide for <u>8 14 or more</u> installments in 4 <u>3</u>-phases, as specified below:</p> <p>(1) Development Phase - <u>100% of the negotiated fee paid in the Development Phase as follows:</u></p> <p>(a) <u>20% at the beginning of the Development Phase – Upon the initial (kick-off) meeting with the producer for this phase;</u></p> <p>(b) <u>50% on completion of the director’s development shoot and/or the delivery of the director’s draft directing statement and other documents required as deliverables. This amount can be divided into smaller installments if for example, there is more than one shooting block and/or document to be submitted during that phase;</u></p> <p>(c) <u>30% on the final delivery of the director’s directing statement and final delivery of the other documents required as deliverables and the acceptance of a demo, as the case may be.</u></p> <p>(2) Production Phase –<u>55% of the negotiated fee less the fee paid at the Development Phase, to be paid as follows:</u></p> <p>(a) <u>5% at the beginning of the Production Phase – upon the initial (kick-off) meeting with the producer for this phase;</u></p> <p>(b) <u>10% on first day of principal photography;</u></p> <p>(c) <u>40% on completion of principal photography; if there are several shooting blocks, the payment shall be divided into installments and paid upon completion of any shooting block.</u></p> <p>(3) Post-production Phase –<u>45% of the negotiated fee less the fee paid at the Development Phase, to be paid as follows:</u></p> <p>(a) <u>5% upon delivery and acceptance of the first assembly;</u></p> <p>(b) <u>5% upon delivery and acceptance of the rough cut;</u></p>

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	<p>(c) <u>10% upon delivery and acceptance of the fine cut;</u></p> <p>(d) <u>5% upon delivery and acceptance of the picture lock;</u></p> <p>(e) <u>5% upon delivery and acceptance of the colour correction;</u></p> <p>(f) <u>5% upon delivery and acceptance of the final mix;</u></p> <p>(g) <u>5% on completion of any contracted version of the Production 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)(f) have been completed;</u></p> <p>(h) <u>5% upon acceptance by the NFB that the picture and sound technical files comply with the NFB requirements (Quality & Control step).</u></p>
	<p><u>16.15</u> Minimum fees for new media platforms Productions with Budgets of \$15,000 and less The minimum fees for directors in Productions of any genre made specifically for new media platforms such as TikTok, YouTube, Instagram and Facebook with a Budget of \$15,000 and less, will be at least \$1,500, payable in one installment at the completion of the Production that is technically ready for public release.</p>
	<p>SERIES</p>
	<p><u>16.16</u> Documentary Productions Series Fees The minimum fees for directors in Documentary Productions Series are the following:</p> <p>For the Production, the minimum fee is 10% of the Budget of the whole Series or \$3,500, whichever is greater.</p> <p>For the Development Phase, the minimum fee is 20% of the Development Phase Budget of the whole Series. If the project is produced, such fee will be counted as part of the negotiated fee for the Production, as per article 15.05.</p>
	<p><u>16.17</u> Animation Productions Series Fees The minimum fees for directors in Animation Production Series are the following:</p> <p>For the Production, the minimum fee is 12.5 % of the Budget of the whole Series or \$3,500, whichever is greater.</p>

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	<p>If the Budget of the Series in Production is \$100,000 or less, the minimum fee is 15% of the Budget of the whole Series or \$3,500, whichever is greater.</p> <p>For the Development Phase, the minimum fee is 25% of the Development Phase Budget of the whole Series. If the project is produced, such fee will be counted as part of the negotiated fee for the Production, as per article 15.05.</p> <p>If the director is also the sole or the primary animator of the Animation Production Series, the provisions of Letter of Agreement no. 1 will apply.</p>
	<p>16.18 Drama Production Series Fees The minimum fees for directors in Drama Production Series are the following:</p> <p>For Production, the minimum fee is 10% of the Budget of the whole Series or \$3,500, whichever is greater.</p> <p>For Budgets over \$1,000,000, the director's fee is negotiable but cannot be less than \$100,000.</p> <p>For the Development Phase, the minimum fee is 20% of the Development Phase Budget. If the project is produced, such fee will be counted as part of the negotiated fee for the Production, as per article 15.05.</p>
	<p>16.19 Payment schedules for all Series For Series, payment schedule installments can be made per completion of one episode or for multiple episodes at a time, depending on the delivery order of the episodes as per the production schedule.</p>
	<p>16.20 Payment schedule for Documentary Production Series The schedule of payments must provide for 14 installments or more in 3-phases, as specified below:</p> <p>(1) Development Phase - 100% of the negotiated fee paid in the Development Phase as follows:</p> <p>(a) 20% at the beginning of the Development Phase – Upon the initial (kick-off) meeting with the producer for this phase;</p> <p>(b) 50% on completion of the director's development shoot and/or the delivery of the director's draft directing statement and other documents required as deliverables. This amount can be divided into smaller</p>

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	<p>installments if for example, there is more than one shooting block and/or document to be submitted during that phase;</p> <p>(c) 30% on the final delivery of the director’s directing statement and final delivery of the other documents required as deliverables and the acceptance of a demo, as the case may be.</p> <p>(2) Production Phase –55% of the negotiated fee less the fee paid at the Development Phase, to be paid as follows:</p> <p>(a) 5% at the beginning of the Production Phase – upon the initial (kick-off) meeting with the producer for this phase;</p> <p>(b) 10% on first day of principal photography;</p> <p>(c) 40% on completion of principal photography; if there are several shooting blocks, the payment shall be divided into installments and paid upon completion of any shooting block.</p> <p>(3) Post-production Phase –45% of the negotiated fee less the fee paid at the Development Phase, as follows:</p> <p>(a) 5% upon delivery and acceptance of the first assembly;</p> <p>(b) 5% upon delivery and acceptance of the rough cut;</p> <p>(c) 10% upon delivery and acceptance of the fine cut;</p> <p>(d) 5% upon delivery and acceptance of the picture lock;</p> <p>(e) 5% upon delivery and acceptance of the colour correction;</p> <p>(f) 5% upon delivery and acceptance of the final mix;</p> <p>(g) 5% on completion of the Series technically ready for public release. However, this payment must be made no later than four (4) weeks after all previous steps through instalment (3)(f) have been completed;</p> <p>(h) 5% upon acceptance by the NFB that the picture and sound technical files comply with the NFB requirements (Quality & Control step).</p>

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	<p>16.21 Payment schedule for Animation Production Series The schedule of payments must provide 10 or more installments in 3 phases, as specified below:</p> <p>(1) Development Phase - 100% of the negotiated fee paid in the Development Phase as follows:</p> <p>(a) 20% at the beginning of the Development Phase – Upon the initial (kick-off) meeting with the producer for this phase;</p> <p>(b) 50% on completion of the director’s deliverables during this phase such as, the director’s draft directing statement and other documents required as deliverables during this phase, the story board (if made by the director), the animatic, the animation tests and technical tests and related reports, the mood board and/or look board. This amount can be divided into smaller installments if for example, there is more than one deliverable and/or document to be submitted during that phase;</p> <p>(c) 30% on the final delivery of the director’s directing statement and final delivery of the other deliverables set out in the director’s contract.</p> <p>(2) Production Phase –70% of the negotiated fee less the fee paid at the Development Phase, to be paid as follows:</p> <p>(a) 5% at the beginning of the Production Phase – upon the initial (kick-off) meeting with the producer for this phase;</p> <p>(b) 10% on the beginning of key animation;</p> <p>(c) 55% during the key animation – payments based on monthly progress of the animated project until delivery of the first complete edit of the animation work.</p> <p>(3) Post-production Phase –30% of the negotiated fee less the fee paid at the Development Phase, to be paid as follows:</p> <p>(a) 10% upon delivery and acceptance of the picture lock;</p> <p>(b) 10% upon delivery and acceptance of the final mix;</p> <p>(c) 5% on completion of any contracted version of the Production that is technically ready for public release. However, this payment must be made no later than four (4)</p>

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	<p>weeks after all previous steps through instalment (3)(b) have been completed;</p> <p>(d) 5% upon acceptance by the NFB that the picture and sound technical files comply with the NFB requirements (Quality & Control step).</p>
	<p>16.22 Payment schedule for Drama Production Series The schedule of payments must provide for 10 or more installments in 3 phases, as specified below:</p> <p>(1) Development Phase - 100% of the negotiated fee paid in the Development Phase as follows:</p> <p>(a) 20% at the beginning of the Development Phase – Upon the initial (kick-off) meeting with the producer for this phase;</p> <p>(b) 50% on completion of the director’s development shoot and/or the delivery of the director’s draft directing statement and other documents required as deliverables. This amount can be divided into smaller installments if for example, there is more than one shooting block and/or document to be submitted during that phase;</p> <p>(c) 30% on the final delivery of the director’s directing statement and final delivery of the other documents required as deliverables and the acceptance of a demo, as the case may be.</p> <p>(2) Production Phase –55% of the negotiated fee less the fee paid at the Development Phase, to be paid as follows:</p> <p>(a) 5% at the beginning of the Production Phase – upon the initial (kick-off) meeting with the producer for this phase;</p> <p>(b) 10% on first day of principal photography;</p> <p>(c) 40% on completion of principal photography; if there are several shooting blocks, the payment shall be divided into installments and paid upon completion of any shooting block.</p> <p>(3) Post-production Phase –45% of the negotiated fee less the fee paid at the Development Phase, as follows:</p>

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	<p>(a) 5% upon delivery and acceptance of the first assembly;</p> <p>(b) 5% upon delivery and acceptance of the rough cut;</p> <p>(c) 10% upon delivery and acceptance of the fine cut;</p> <p>(d) 5% upon delivery and acceptance of the picture lock;</p> <p>(e) 5% upon delivery and acceptance of the colour correction;</p> <p>(f) 5% upon delivery and acceptance of the final mix;</p> <p>(g) 5% on completion of the Series technically ready for public release. However, this payment must be made no later than four (4) weeks after all previous steps through instalment (3)(f) have been completed;</p> <p>(h) 5% upon acceptance by the NFB that the picture and sound technical files comply with the NFB requirements (Quality & Control step).</p>
17 - VERSIONING	
17.02 The rate of payment for such additional version(s) is negotiated between the director and the NFB.	17.02 The rate of payment <u>fee</u> 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.	17.03 Except as per article 17.12, in no circumstance can the director receive less than the minimum rate for the longest version prepared.
17.08 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.	17.08 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.	17.09 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	17.10 <u>17.07</u> When the NFB requires a version additional to the original contracted version(s) to meet needs of the market,

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<p>market, audience or for any special purpose (such as festivals), the following applies:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	<p>audience or for any special purpose (such as festivals), the following applies:</p> <p>(a) An additional fee is to be paid to the director when this change is greater than fifteen per cent <u>{15%}</u> of the <u>length</u> of the original work length through extension or reduction of the material.</p> <p>(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.</p> <p>(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.</p>
<p>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.</p> <p>Such work, if permitted, shall entail no additional payment to the director.</p> <p>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.</p>	<p>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.</p> <p>Such work, if permitted, shall entail no additional payment to the director.</p> <p>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.</p>
<p>18 - CONTRIBUTIONS (PENSION, INSURANCE) & DEDUCTIONS (PROFESSIONAL DUES)</p>	
<p>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.</p> <p>DGC will inform NFB of the name(s) of the trustee(s) and of any changes to the trustee(s).</p>	<p>18.01 The NFB shall pay to the <u>DGC</u> a total contribution of eleven per cent <u>{11%}</u> of the director/first assistant director's <u>Gross Fee, as follows:</u></p> <p>(a) <u>6% for retirement benefits; and</u></p> <p>(b) <u>5% for insurance benefits.</u> of the director/first assistant director's Gross Fee to the DGC.</p> <p>DGC will inform NFB of the name(s) of the trustee(s) and of any changes to the trustee(s).</p>
<p>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</p>	<p>18.03 Change in director/first assistant director's <u>Check-Off Professional Dues:</u> The NFB shall apply any change made by the DGC to the rates set out in article 18.02 provided that the <u>NFB</u></p>

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<p>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.</p> <p>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.</p>	<p>manager, staff relations for the NFB has been <u>has been duly notified</u> informed at least thirty (30) days before the date on which the change comes into effect.</p> <p>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.</p>
19 – USE FEES FOR DIRECTORS	
<p>19.01 This article must be read with and may not be disassociated from Letter of Agreement 2.</p>	<p>19.01 This article must be read with and may not be disassociated from Letter of Agreement 2.</p>
<p>19.06 The NFB will provide the DGC with a report in the form of Appendix F of the Agreement.</p> <p>Such report will be accompanied by the use fees payable to each director, if any.</p>	<p>19.05 19.06 The NFB will provide the DGC with <u>an annual report of the Distributor’s Gross Revenues for each Production</u> in the form of Appendix F of the Agreement.</p> <p><u>When use fee payment is owed to the director, a specific report will be provided with the details of the revenues and expenses for the Production. Such report will be accompanied by the use fees payable to each director, if any.</u></p>
20 – Co-Producer Provisions	
<p>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.</p>	<p>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 <u>the manager, staff relations of the NFB as per article 21.04.</u></p>
21 – GENERAL PROVISIONS	
<p>21.01 This Agreement will have a term of three (3) years starting on the date of signature of the Agreement.</p> <p>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.</p>	<p>21.01 The Agreement has a term of forty-two (42) months. It shall come into effect on January 31, 2022 and will expire on July 30, 2025.</p> <p>In the last three (3) months before the term of the Agreement, and every <u>subsequent year of renewal</u> thereafter, either party may send a notice <u>to bargain of negotiation to renew the Agreement.</u> Failing such notice, the Agreement is renewed for another year.</p>

CURRENT SCALE AGREEMENT	AGREED TEXT
	<p><u>Transitional Provision</u> <u>Projects approved for production (greenlit) prior to January 31, 2022 will continue to be governed by the previous scale agreement between the parties. For clarity, this Agreement only applies to projects approved for production after its coming into effect.</u></p>
<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> (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. 	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> (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; <u>(g) September 30th, National Day for Truth and Reconciliation;</u> (h) The second Monday in October, Thanksgiving; (i) The 11th of November, Remembrance Day; (j) December 25 and 26, Christmas and Boxing Day; (k) The third Monday of May; <u>(l) 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.</u>
<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p> <p><u>The NFB shall not pay amounts to the director that are \$2 or less. These amounts shall be accumulated and paid, as the case may be, in accordance with the provisions of the <i>Low-value Amounts Regulations (SOR/ 2015-68)</i> under the <i>Financial</i></u></p>

CURRENT SCALE AGREEMENT	AGREED TEXT
	<p><u>Administrative Act</u> (https://laws-lois.justice.gc.ca/eng/regulations/SOR-2015-68/page-1.html).</p>
<p>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:</p> <p>To the DGC: Directors Guild of Canada 111 Peter Street, Suite 402 Toronto, Ontario M5V 2H1 Attention: Brian Baker, Director of Director Affairs Facsimile: 416-482-6639 Electronic address: bbaker@dgc.ca</p> <p>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</p>	<p>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:</p> <p>To the DGC: Directors Guild of Canada 111 Peter Street, Suite 402 Toronto, Ontario M5V 2H1 <u>65 Heward Ave., Building A, Suite A201</u> <u>Toronto, Ontario, Canada</u> <u>M4M 2T5</u> <u>Attention: Nathalie-Anne Brassard, National Directors Division</u> <u>Phone: 1-888-972-0098</u> Manager Facsimile : 416-925-8400 <u>Email: nabrassard@dgc.ca</u></p> <p>To the NFB: National Film Board of Canada P.O. Box 6100, Station Centre-Ville, H3C 3H5 <u>1501, De Bleury st.</u> <u>Montreal, Quebec</u> <u>H3A 0H3</u> <u>Attention: Julie Patry, Senior Legal Counsel and Head, Artists' associations relations</u> <u>Phone: 514-283-9551</u> <u>Email: j.patry@nfb.ca</u></p>
	<p><u>Signatures</u></p> <p><u>The parties would like to thank the negotiations committee members for all their support:</u></p> <p><u>For the DGC:</u></p> <p><u>Director Munro Ferguson</u> <u>Director Tim Southam</u> <u>Director Christy Garland</u></p>

CURRENT SCALE AGREEMENT	AGREED TEXT
	<p><u>Director Kat Cizek</u> <u>Director Teresa MacInnes</u></p> <p><u>For the NFB:</u></p> <p><u>Shirley Vercruysse, Executive Producer</u> <u>Rob McLaughlin, Executive Producer</u> <u>Michael Fukushima, Executive Producer</u> <u>John Christou, Director Production and Operations</u> <u>Dominique Aubry, Director, Business Affairs and Legal Services</u> <u>Julie Roy, Director General, Creation and Innovation</u> <u>François Tremblay, Director General, Institutional Services, Legal Services and Human Resources</u></p>
<p>APPENDIX G NFB WORKPLACE HARASSMENT POLICY (...)</p>	<p>APPENDIX G NFB WORKPLACE HARASSMENT POLICY</p>
<p>LETTER OF AGREEMENT 1 Letter of Agreement regarding Animation Productions</p>	<p>LETTER OF AGREEMENT 1 Letter of Agreement regarding Animation Productions</p> <p>See the attachment</p>
<p>LETTER OF AGREEMENT 2 Article 19 of the DGC-NFB Agreement (use fees)</p>	<p>LETTER OF AGREEMENT 2 Deleted</p>
<p>LETTER OF AGREEMENT 3 Letter of Agreement 3 regarding linear audiovisual works included in Interactive Productions</p>	<p>LETTER OF AGREEMENT 3 Letter of Agreement 3 <u>2</u> regarding linear audiovisual works included in Interactive Productions. Deleted See distinct letter for Linear Insertions</p>

APPENDIX B

LETTER OF AGREEMENT NO.1

Letter of Agreement number 1

between

The National Film Board (“**NFB**”)

and

The Directors Guild of Canada (“**DGC**”)

WHEREAS during the course of the negotiations, the parties have discussed how to deal with situations where the director of an Animation Production also animates, in whole or in part, the Animation Production that they direct;

WHEREAS in the NFB tradition of auteur animation films, the function of animator is often performed by a person who is also the director of the film, and the NFB wishes to recognize and value the function of both the director and the animator in this context;

WHEREAS the DGC does not represent persons occupying solely or primarily the function of animator but that there is a bona fide unresolved dispute between the parties regarding the function and/or duties of animator/animation when performed by a director;

WHEREAS, while reserving their respective arguments on this issue and without any admission whatsoever, the parties wish to implement a pragmatic solution where a director also performs in whole or in part the function and/or tasks of animator/animation;

THE PARTIES AGREE TO THE FOLLOWING:

1. The Preamble forms part of this Letter of Agreement between the parties.
2. When a director directs an Animation Production for the NFB and also performs, for the purpose of same Animation Production, Animation Work, the director shall be paid a specific flat fee for said services (the “**Animation Fee**”).
3. Animation Fee payable to a director for Animation Work shall be established between the NFB and the director and is fully negotiable. For clarity, the

director and the NFB will negotiate a separate fee for the directing work and a separate fee for the Animation Work.

4. Both the amount of the negotiated Animation Fee and the negotiated directing fee shall be entered in the director's contract executed for the Production Phase, in the form provided for in Appendix A of the Agreement (Director's Contract Forms). The Animation Fee shall be paid in accordance with the payment schedule set out in the Agreement regarding Animation Productions.
5. When a director is the only person performing all the Animation Work ("sole animator"), the combined amount of a) the Animation Fee payable to the director, b) the Gross Fee payable to the director for directing work, and c) the Gross Fee payable to any other director codirecting the same Animation Production shall be equal to no less than 30% of the Budget of the Animation Production.
6. When a director is the primary animator performing part of the Animation Work, the combined amount of a) the Animation Fee payable to the director for directing work, b) the Gross Fee payable to the director, c) the Gross Fee payable to any other director codirecting the same Animation Production and d) all other fees payable to any and all other person performing Animation Work in relation to the same Animation Production shall be equal to no less than 30% of the Budget of the Animation Production.
7. If the 30% threshold established in paragraphs 5 and 6 in this Letter of Agreement is not reached, the amount of the Gross Fee payable to the director or the co-directors shall be increased so that the combined amount of the fees referenced in said paragraphs equal 30% of the Budget of the relevant Animation Production.
8. For clarity, the Animation Fee is not included in the director's services Gross Fee; however, it shall be subject to the various contributions and deductions established by section 18 of the Agreement, as if it was included in the Gross Fee.
9. To the extent necessary to ensure full payment of the Animation Fee and the application of paragraphs 7 and 8 of this Letter of Agreement, this Letter of Agreement shall be subject to the grievance and arbitration procedures established by section 7 of the Agreement as well as article 21.3 of the Agreement.
10. The director and the NFB can decide and agree to establish other terms and conditions respectful of the provisions of the Letter of Agreement for the provision of Animation Work, including (without limiting the generality of the foregoing) specific terms regarding termination, etc. As the case may

be, said terms shall not be subject to the grievance and arbitration procedures established by section 7 of the Agreement.

11. This Letter of Agreement shall be in force until Jul 30, 2025; it is not subject to automatic renewal or extension and shall only be renewed or extended if the parties so agree in writing.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL, THIS 20th DAY OF DECEMBER, 2021.

For NFB:



Julie Patry
Senior Legal Counsel and Head, Artists' Association Relations

For DGC:



Nathalie-Anne Brassard
DGC National Directors Division