

2010 - 2012
DGC/CMPA
STANDARD AGREEMENT

DIRECTORS - SCHEDULE 1

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DR1.00 ONE DIRECTOR

DR1.01 Unique Function and Participation

The Director's professional function is unique and calls for consultation in all creative phases of the filmmaking process.

DR1.02 There shall only be one (1) Director assigned to direct a Motion Picture at any given time.

Subject only to any exceptions set out in this Agreement, no one may direct the Motion Picture except the Director assigned to that Motion Picture.

DR1.03 However, such limitations shall not be construed as precluding assignment of bona fide teams of more than one (1) Director to direct pick-ups, added scenes or different segments of a multi-storied or multilingual Motion Picture or the assignment of more than one (1) Director where required by foreign laws, regulations or subsidies, or assignment of a Second Unit Director or any specially skilled Director (for example, underwater work or aerial work) to work under the supervision of the Director or a similar customary practice not inconsistent with the general intent of this article.

DR1.04 Where the law, rules or regulations of a foreign country, where all or part of the Production is taking place, require a second Director, then the second Director shall be engaged only for that part of the work taking place in the foreign country. The engagement of one (1) or more additional Directors shall be effected by the Producer in consultation with the principal Director. The final decision in the selection of an additional Director shall remain with the Producer.

DR2.00 SECOND UNIT PHOTOGRAPHY

- DR2.01** (a) Prior to commencing Second Unit work, the Producer must consult with the Director and allow the Director to participate in the decision making process relating to the person to be engaged to direct the Second Unit work (except where a Guild Member is already engaged), the work to be assigned to the Second Unit, and the manner in which the work is to be performed. The Director has the right to consult with the Second Unit Director prior to the commencement of Second Unit work with respect to the manner in which the Second Unit work is to be performed.
- (b) Prior to the commencement of principal photography the Producer will fully disclose to the Director any material intended to be shot as Second Unit. Any such Second Unit work will not be enlarged except after consultation with the Director.
- (c) The Director may delegate the supervision of the assembly of Second Unit photography to a Second Unit Director.
- (d) No person may assume the responsibilities nor perform the duties of a Second Unit Director without being engaged in accordance with this Agreement.

DR2.02 The Second Unit Director's minimum preparation time for second units shall be:

- (a) One (1) Day's preparation for one (1) Day's shooting;
- (b) Two (2) Days' preparation for two (2) or three (3) Days' shooting;
- (c) Three (3) Days' preparation for four or more Days' shooting

However, this preparation time requirement shall not apply to any unplanned Second Units, bona fide emergencies, or where preparation time is not needed because the Second Unit Director has been working on the Production in a different classification covered by this Agreement.

DR2.03 The Second Unit Director may be engaged for Second Unit work on a weekly basis, or on a daily basis, in accordance with the minimum rates set out in this Schedule.

DR2.04 Except for the provisions in articles DR2.00, DR4.01, DR5.02, DR21.00 and DR22.00 only insofar as the information required relates directly to Second Unit work, the other provisions of this Schedule do not apply to Second Unit Directors.

DR3.00 EXTRA WORK

DR3.01 After the completion of principal photography, the Director shall be informed in advance of any extra work, including but not limited to retakes, added scenes, sound track, process shots, transparencies, trick shots, trailers, changes or for any other purpose. The Producer shall consult with and receive the opinion and comments of the original Director concerning the content and qualities of the work to be performed. The original Director shall be given the opportunity to direct all extra work if the Director is reasonably available to direct the same.

DR3.02 Consultation with Other Director
Where the original Director is unavailable or refuses to direct extra work then the Producer may engage another Director for the exclusive purpose of directing such extra work. The Producer shall give the original Director the opportunity to consult with the Director of extra work about the manner in which the work is to be performed.

DR3.03 Remuneration
Where the original Director is recalled no compensation shall be payable for such work to the extent that it is rendered within the guaranteed period of engagement. However, if such work falls outside the guaranteed period of engagement, the original Director shall be paid the pro-rated daily rate. Otherwise, another Director may be engaged for extra work on a weekly basis, or the Producer may engage such Director on a daily basis, in which case the minimum daily rate shall be one-fourth (1/4th) of the minimum Weekly Rate applicable to the type of Motion Picture for which the work is performed.

DR3.04 Preparation Time
There shall be no minimum preparation requirement for performing extra work when the original Director is recalled. If the original Director is not available or does not agree to perform such work and another Director is to perform such work, one (1) Day of preparation time shall be provided, regardless of the length of photography; provided, however, if the Director is called for a single Day's engagement, and

the shooting of the extra work takes five (5) hours or less, then the preparation requirement shall be included in the same Day, and only one (1) Day's compensation shall be paid.

DR3.05 Other Provisions

The provisions of articles DR4.01 and DR5.02 apply to the Director of extra work and only insofar as the information required in articles DR4.01 and DR5.02 relates directly to extra work.

DR4.00 DIRECTOR'S PRE-CONTRACT REQUIREMENTS

- DR4.01 (a)** Prior to the engagement of a Director the Producer shall inform the Director of the following information in relation to the Motion Picture:
- (i) the names of artistic and creative personnel already engaged;
 - (ii) all stock material contemplated to be used;
 - (iii) any rights of script approval or cast approval contractually reserved to any person other than the Producer;
 - (iv) the type of Motion Picture (e.g Theatrical release, MFT, etc), the medium (film, tape, etc), and the proposed number of shooting Days;
 - (v) the top sheet (summary) of any Theatrical Budget or a television pattern Budget (as the case may be) which has been established and any limitations thereof, if any (see also DR4.03 and DR4.04);
 - (vi) the story on which the Motion Picture is based and the script, if any exists;
 - (vii) the name of the Producer(s) with final cutting authority; and,
 - (viii) the projected delivery date and broadcast date, if known.
- (b) Prior to the engagement of the Director, the Producer shall make full and complete disclosure to the Director of all of the existing artistic and creative commitments.

DR4.02 Change

The Producer shall from time to time as changes occur, inform the Director of any changes to any of the information provided under article DR4.01.

DR4.03 The parties hereby acknowledge that Directors frequently accept an assignment based upon the Producer's representation as to the Budget and shooting schedule of a Motion Picture.

DR4.04 With respect to a Theatrical Motion Picture or a Television Motion Picture ninety minutes (90) or longer:

- (a) In respect to DR4.01(a)(iv), at the time the Director is engaged the Producer will provide the Director with full and complete disclosure of the 'below-the-line budget', if available, including subsequent revisions to the Budget.
- (b) Prior to the Budget being locked, the Producer or the individuals responsible for approving the Budget will consult with the Director with respect to the practicality of the Budget.

DR5.00 PARTICIPATION

DR5.01 Selection of First Assistant Director

Notwithstanding article 11.11(a) of the core Agreement, where a DGC Director is engaged, the Director shall have the right to select the First Assistant Director on any Theatrical Motion Picture and any non-series Television Motion Picture provided that the First Assistant Director is a member of the DGC and such selection must be consistent with the Budget of the Motion Picture and must not conflict with the needs of Production. The First Assistant Director selected by the Director shall be engaged by the Producer.

DR5.02 Artistic and Creative Direction

Subject to other specific provisions hereof, particularly article DR9.11, between the time the Director is engaged and the time the Director's cut is delivered, the Director shall be informed as soon as practicable of any proposal concerning and, if reasonably available, shall participate in all decisions with respect to:

- (a) any changes in the elements of which the Director has been previously notified, or proposed casting and the engagement of other artistic or creative personnel, and of any rights or approval thereafter granted to third parties;
- (b) all creative elements in the Production of the Motion Picture, including but not restricted to the script and revision thereof, casting, engagement of artistic and creative personnel, location selection, set design and construction, and pre-production, shooting and post production scheduling; and
- (c) in no case will any creative decisions be made regarding the preparation, production, and post production of a Motion Picture without the consultation of the Director. The Director's advice and suggestions shall be considered in good faith.

DR5.03 Casting Sessions

In order to provide the most creative environment for the Director and performers in casting sessions, no one shall be present at casting sessions, except those persons designated by the Production, the individual Producer, or the Director. Any such persons designated by the Production, the individual Producer or the Director must have a reasonable purpose for attending the casting session. Subject to the Producer's rights, the Director will be allowed to perform the Director's professional functions.

DR5.04 Producer's Final Decision

The Producer's decision in all business and creative matters shall be final, but this provision shall not release the Producer or the Director from their respective obligations hereunder.

DR6.00 SCRIPT

DR6.01 Delivery of Script

When the Director is engaged, and upon request, any existing script or outline in whatever form intended for the Production of the Motion Picture shall be immediately delivered to the Director.

However, in episodic television, the Producer shall deliver the completed shooting script to the Director

not later than one (1) Day prior to the commencement of the Director's preparation period. A "completed shooting script" is defined as that script (not necessarily the final shooting script) which the Producer intends to use for photography of a Motion Picture, subject to changes such as performing, technical and/or staging problems or those with respect to weather or other bona fide emergencies.

DR6.02 Script Changes

Any changes or additions in the script shall be submitted to the Director promptly and before such changes or additions are made available for general distribution. The Producer or other appropriate person will confer with the Director to discuss and consider the Director's suggestions and opinions with respect to such changes or additions and will confer with the Director to discuss and consider any script changes or revisions which the Director recommends. The Director's advice and suggestions will be considered in good faith and, where reasonable and practicable, implemented by the Producer.

DR7.00 PRIVATE OFFICE AND PARKING

DR7.01 The Producer will provide the Director with a private office at the studio, and a private facility on the set or immediately adjacent thereto at the studio but not at the same time. On Nearby or Distant Locations where private facilities are provided to others on the set or immediately adjacent thereto, a private facility shall also be provided the Director on the set or immediately adjacent thereto.

DR7.02 For the purposes of this article, an "office" shall be a room with a door which can be shut, adequate ventilation, a telephone, a desk and desk chair, room for no less than two (2) additional persons and good lighting. Sanitary facilities shall be in a reasonable proximity to said office.

DR7.03 The Producer shall use its best efforts to provide reasonable parking space at no charge for the Director while rendering services in pre-Production, Production and post-Production covered by this Agreement.

DR8.00 DAILIES/RUSHES

DR8.01 Consistent with the orderly progress of photography, the Director shall see the Dailies of each Day's photography at a reasonable time. No one shall be present at the screenings of such Dailies except those persons designated by the Producer or the Director and all such persons shall have a reasonable purpose for attending such Dailies. The Editor assigned to the Motion Picture shall be present at all such screenings, if available.

DR9.00 DIRECTOR'S CUT

DR9.01 The Director's cut is the assembling and editing process whereby a Motion Picture is assembled and arranged, or edited under the Director's exclusive supervision and control and is understood to be a cornerstone of the Director's creative rights as expressed in this Agreement.

(a) The Director shall be responsible for the presentation of her cut of the Motion Picture (herein referred to as the "Director's cut") and it

is understood that the Director's assignment includes the presentation of the Director's cut to the Producer, subject to the terms and conditions of this Agreement as soon as possible within the time period hereinafter provided for.

(b) No one other than the Director may supervise the editing of the first cut of the Motion Picture following completion of the Editor's assembly, but if the Director refuses to, or due to incapacity, cannot supervise the first cut, the Producer may assign another person to edit the Motion Picture. Within one (1) Day following such an assignment, the Producer shall send the District Council written notice thereof.

(c) Notwithstanding the foregoing, where an accelerated post-Production schedule has been accepted by the District Council, the Producer may share the supervision of the editing process with the Director.

DR9.02 Right to Director's Cut

It is understood and agreed that the Director's right to prepare the Director's cut is an absolute right.

DR9.03 No Interference with Director's Cut

(a) No one shall be allowed to interfere with or impede the Director's process of creating the Director's cut within the permitted schedule.

(b) There shall be no "cutting behind" the Director.

DR9.04 Minimum Time Allowance

The Director shall be allowed at least the following minimum time allowances for the preparation of the Director's cut:

(a) **For Theatrical Motion Pictures:**

(i) Budgeted at one million dollars (\$1,000,000.00) or less, four (4) weeks after completion of the assemblage of sequences provided for in article DR9.08;

(ii) Budgeted at two million dollars (\$2,000,000.00) or less but more than one million dollars (\$1,000,000), six (6) weeks after the completion of assemblage of sequences provided for in article DR9.08;

(iii) Budgeted at more than two million dollars (\$2,000,000.00), eight (8) weeks after the completion of assemblage of sequences provided for in article DR9.08.

(b) **For Television Motion Pictures, Excluding Episodic Television Series:**

(i) having a running time of thirty (30) minutes or less, within one (1) Day plus time and the opportunity to make changes, if necessary, but not to exceed one (1) more Day after the completion of assemblage of sequences provided for in article DR9.08;

(ii) having a running time of sixty (60) minutes or less, but more than thirty (30) minutes, within four (4) Days after the completion of assemblage of sequences provided for in article DR9.08;

(iii) having a running time of ninety (90) minutes or less, but more than sixty (60) minutes, within fifteen (15) Days after the completion of assemblage of sequences provided for in article DR9.08;

- (iv) having a running time of two (2) hours or less, but more than ninety (90) minutes, within twenty (20) Days after the completion of assemblage of sequences provided for in article DR9.08;
 - (v) having a running time of more than two (2) hours, twenty (20) Days, plus five (5) Days for each additional hour in excess of two (2) hours.
- (c) **For Episodic Television Series:**
- (i) having a running time of thirty (30) minutes or less, within one (1) Day plus time and the opportunity to make changes, if necessary, but not to exceed one (1) more Day after the completion of assemblage of sequences provided for in article DR9.08;
 - (ii) having a running time of sixty (60) minutes or less, but more than thirty (30) minutes, within two (2) Days after the completion of assemblage of sequences provided for in article DR9.08.
- (d) If the assemblage of sequences of the Motion Picture is not completed at the close of principal photography, then the above minimum time allowances shall not commence to run until after such assemblage is completed, unless delay in the completion of the assembly of the Motion Picture beyond the close of principal photography is caused by the Director.

DR9.05 Delivery Date for Television Motion Picture
 Notwithstanding any other provision of this Agreement, with respect to Television Motion Pictures, the Director's editing privileges may not be exercised where the preparation of any Television Motion Picture for a projected delivery date does not permit the expenditure of any or all of the time which would be required by the exercise of the Director's cutting rights. In such circumstances, the Producer will notify the District Council. Any changes or reductions to the minimum time allowances must be reported to the Director and the District Council prior to the commencement of the editing process.

DR9.06 Release Date for Theatrical Motion Picture
 Where a release date for a Theatrical Motion Picture must be met in an emergency, the Director's cutting time may be reduced to an amount of time equal to one-half (1/2) the actual time period available for cutting and the District Council will be advised by the Producer. Any changes or reductions to the minimum time allowances must be reported to the Director and the District Council prior to the commencement of the editing process.

DR9.07 Technological Change
 The use of technology whether now known or not yet known which involves the physical editing of film or tape or other recording devices, whether now known or not yet known, shall in no way limit or abridge the Director's right to prepare the Director's cut, within such technology.

DR9.08 Preparation of Director's Cut
 The Director shall prepare the Director's cut of the Motion Picture for presentation to the Producer and to the person designated in the Director's Contract for Services as having final cutting authority, in the ordinary course of business, over the Motion Picture.

The Director shall diligently and continuously render services in connection with the preparation of the Director's cut and shall remain reasonably available on the premises during such period. In pursuance thereof, the following procedure shall be followed:

- (a) The Director shall see the assembled sequences as soon as the Editor has assembled them in accordance with the Director's instructions during the photography of the Theatrical Motion Picture, provided this will not delay the time and preparation of the assemblage of the sequences. If the Director does not give such directions, the Editor may proceed with the assemblage of the sequences without them. The Director shall then make whatever changes deemed necessary. The Editor will make no further changes except under the Director's instructions until the completion of the Director's cut.
- (b) With respect to television, the Producer shall cause the sequences to be assembled and made available for viewing by the Director promptly after the close of principal photography so that the Director's cut can be commenced immediately. The Editor will make no further changes except under the Director's instructions until the completion of the Director's cut.

DR9.09 Limited Viewing
 Other than in connection with the making of trailers and teasers and other promotional vehicles, no one other than the Editor and Editor's immediate staff shall view the completed assembly before the Director, or if the Director so requests, for twenty-four (24) hours after the Director's initial viewing. The Director may not exhibit the Motion Picture to anyone else without approval of the Producer.

DR9.10 Screening
 When the Director's cut is ready, the Director shall screen such cut for the Producer and for the person, if any, designated in the Director's Contract for Services as having final cutting authority over the Motion Picture and during such screening(s), the Director shall be entitled to make recommendations for further changes in following cuts. The Director's recommendations for further changes, if any, will be considered in good faith and, where reasonable and practicable, implemented by the Producer.

DR9.11 Right to be Present and to Consult
 The Director shall have the right, subject only to his availability, to be present at all times and to consult with the Producer and, where practicably possible, to participate in all creative decisions throughout the entire post production period in connection with the Motion Picture.

The Director must be notified of the date, time and place of each post-production operation. The Director shall be afforded a reasonable opportunity, subject to his availability, to screen and discuss the last version of the Motion Picture before negative cutting, digital mastering or dubbing, whichever occurs first.

The Producer will implement any reasonable and practical suggestions, if any, given by the Director as a result of exercising the Director's reasonable opportunity to screen and discuss the last version of the Motion Picture before negative cutting, digital mastering or dubbing.

DR9.12 Producer's Cost

A post-production locale will not be selected for the purpose of depriving the Director of his post-production rights. The Director shall be informed of the intended post-production locale in his Contract for Services. When the post-production locale is at a Distant Location, the Producer will pay for the Director's transportation, meals and accommodations while the Director is rendering post-production services.

DR9.13 Editing Theatrical Motion Pictures

Where a Producer licenses a Theatrical Motion Picture for Canadian or foreign television exhibition under a contract that allows the distributor or exhibitor to edit the Theatrical Motion Picture for such exhibition, the Producer shall provide in that contract that the distributor or exhibitor shall notify the Director in writing of its intention to edit the Theatrical Motion Picture at least six (6) weeks before the airing of same on television. This notice shall be sent to the Director's last known address as provided by the Producer and a copy shall be given to the District Council. The notice shall specify the nature of the editing proposed and shall provide for a reasonable time and the specification of a place at which the distributor or exhibitor will allow the Director to express opinions about the proposed editing. While this is a singular event and all editing authority rests with the distributor or exhibitor, the Director in all cases shall be entitled as a right to comment on the proposed editing. In this article, editing shall not include interruptions made in the Theatrical Motion Picture for commercial announcements, promotional material, network identification, and the like. The Producer supports the principle that a distributor or exhibitor ought to maintain the integrity of the Director's work.

DR9.14 Right of Consultation

The Producer shall consult with the Director and subject only to the Director's availability, the Director shall, where practicably possible, participate in the colouring, time compression and expansion, changes in the exhibition of the aspect ratio (e.g., "panning and scanning") and changes to allow exhibition in three (3) dimensions made to a Theatrical Motion Picture after delivery of the answer print. These services shall be provided at no cost to the Producer.

DR10.00 LOOPING AND DUBBING

DR10.01 Looping

The looping of dialogue, including "wild tracking", for scenes already photographed and the recording of narration for any Motion Picture shall be directed by the Director of the Motion Picture, provided the Director is available at the time and place and at the cost scheduled by the Producer and the Director receives no additional compensation for the direction of looping and/or narration.

With respect to Theatrical Motion Pictures, the Producer shall be required to send the Director of the Motion Picture, if the Director is available, to the place of looping (including "wild tracking"), recording of narration and any other post-production dialogue recording unless it is minor in nature. The Producer's decision as to whether such work is minor shall be final, provided it is reasonable.

Should the Director of the Motion Picture be unavailable to attend such looping or narration recordings, as above provided, the Producer shall consult with the Director, if the Director is available, as to what person is available and fitted to direct such loopings and narrations. The final decision in the selection of such person shall remain with the Producer; however, the Producer will make a reasonable effort to allow or enable the Director to discuss with such person the Director's ideas as to the content and qualities of the work to be done.

DR10.02 Dubbing

The Director of the Motion Picture, if available, shall participate in the spotting and dubbing of sound and music, provided that such participation does not necessarily increase costs.

DR11.00 DIRECTOR'S CREDIT

DR11.01 Restriction on Use of Word "Director"

- (a) The Producer shall not sign any contract with any guild, union or labour organization where it agrees to accord members thereof screen or other form of credit which includes the word "Director", "Direction", or any derivation thereof, except "Art Director", "Music Director", "Director of Photography", or "Stage Director".
- (b) The Producer shall not grant to any individual, other than the Guild Member assigned the title and functions of Director in the Director's Contract for Services, any screen or other form of credit which includes the word "Director", "Direction", or any derivation thereof, except "Art Director", "Music Director", "Director of Photography", or "Stage Director".

DR11.02 Form of Director's Credit

The form of the Director's credit on screen, paid advertising, phonograph records, books, tapes, videodiscs, videocassettes and the containers thereof, when and as required, shall be "Directed by....". The words "Directed by" on screen shall be at least one-half (1/2) the size of type used to accord credit to the Director's name.

DR11.03 Screen Credit

The Director of the Motion Picture shall be accorded screen credit on all positive prints and all videodiscs/videocassettes of the Motion Picture in accordance with the following:

- (a) No other credit shall appear on the card which accords credit to the Director of the Motion Picture. Such credit shall be given on a separate title card placed at the Director's discretion immediately before or after the body of the Motion Picture. If requested by the District Council, the Producer shall send the District Council copies of the main and end titles as soon as possible after same are prepared in final form.
- (b) For Theatrical Motion Pictures, and Television Motion Pictures more than ninety (90) minutes in length, the size of the screen credit for the Director of the Motion Picture shall be in size of type not less than fifty percent (50%) of the size in which the title of the Motion Picture is displayed or of the largest size in which credit is accorded to any other person, whichever is greater.

- (c) For television Episodes or Series, the size of the screen credit for the Director shall be no less than forty percent (40%) of the Episode or Series title, whichever is larger.
- (d) The Director's screen credit shall be in such contrast to the background and/or such colour as to be clearly visible, and shall be of not less than two (2) seconds in the clear for television Motion Pictures of less than ninety (90) minutes duration; and not less than three (3) seconds in the clear for all Theatrical Motion Pictures and for television Motion Pictures of ninety (90) minutes duration or longer. In no event shall the Director's screen credit be displayed for a cumulative time less than the "Produced by" credit.
- (e) No commercial, promotional or advertising material, audio or visual, shall appear on or before the Director's card either as background or otherwise.
- (f) The Producer shall specifically contract with its distributors, exhibitors, television networks or stations that they shall not change, alter, modify or eliminate the screen credit of the Director or its position on the prints.
- (g) The Director has the right to remove his name from the Motion Picture or use a pseudonym in accordance with the applicable District Council Schedule of this Agreement.

DR11.04 Paid Advertising Credit

The Director of the Motion Picture shall be accorded credit on all paid advertising issued, prepared, controlled, or contracted by the Producer directly or indirectly in accordance with the following:

- (a) Except as stated otherwise in this article DR11.04, the location of the Director's credit shall be discretionary with the Producer, and the size and type of the Director's credit shall be no less than fifteen percent (15%) of the size of type used for the title of the Motion Picture, but in no event less than the size and style of type for any credit accorded any persons other than the principal performer.
- (b) The Director shall receive credit on all "one sheets".
- (c) The Producer need not accord credit to the Director on an outdoor-type advertisement (including "24 sheets"), provided the advertisement contains no more than the title of the Motion Picture, key art (which may include likenesses or photographs of no more than two (2) starring performers), logos, the Motion Picture's rating and copyright notice and copy of no more than twenty-five (25) words.
If the advertisement does not meet the foregoing requirements, the Director's credit must be included in a size of type no less than thirty-five percent (35%) the size of type used for the title or of any individual credit, whichever is larger.
- (d) The Director shall receive credit in size or type not less than thirty percent (30%) the size of type used for the title of the Motion Picture in any Motion Picture industry trade advertisement.
- (e) The Producer need not accord credit to the Director in an advertisement of two hundred and fifty (250) lines or less in newspapers, magazines and other periodicals (excluding

"trade papers"), provided that the advertisement mentions no person (excluding only the names of reviewers) other than two (2) starring performers.

(f) Exceptions

None of the foregoing obligations shall apply:

- (i) To group advertising, i.e. where more than one (1) Motion Picture is advertised;
 - (ii) To so-called "teaser" advertising;
 - (iii) To "trailer" advertising. Notwithstanding the foregoing, if credit is given for film or camera process (such as Panavision, Technicolor or Deluxe), or if the individual Producer or writer is mentioned, then the Director's name shall be mentioned;
 - (iv) To advertisements less than eight inches (8") in size unless the individual writer or Producer is given credit in such advertisement; and
 - (v) To other advertising on the screen, radio, or television not to exceed one (1) minute.
- (g) None of the exceptions under (f) above shall apply and the name of the Director shall also be mentioned if the name of any person other than two (2) starring performers is mentioned, in any of the advertising listed above, with the exception only of congratulatory advertising or award advertising where no one is mentioned other than the person being congratulated or mentioned for the award.

DR11.05 Publicity

In any formal publicity released by the Producer, whenever the name of the Motion Picture is mentioned, the name of the Director, when known, shall also be mentioned. The foregoing shall not apply if the publicity relates to a television Series and the person or persons mentioned rendered services in connection with the entire Series and the Episodes thereof were directed by more than one (1) Director.

DR11.06 Other Media

Where an audio tape, book, compact device, phonograph record or compact discs or any other similar material is made of or from the Motion Picture or any portion thereof or of any of the music contained therein, then article DR11.04(a) of this Schedule shall apply and the Director shall receive credit on the audio tapes, books, compact devices, or phonograph records or compact discs or on the cover, envelope or container thereof if the writer, principal performer, or the Producer is given credit. The size, positioning and frequency of the Director's credit shall be equal to the size, positioning and frequency of the credit of the writer, principal performer or the Producer whichever is greater.

DR12.00 PREVIEWS

DR12.01 With respect to Theatrical Motion Pictures, the Producer will give the Director of the Motion Picture, five (5) business days advance written notice (to his/her last known address) of the time and place of all previews, or any premiere or gala public showing of the Motion Picture. The Director and his or her immediate family, shall be entitled to attend any premiere or gala public showing of the Motion Picture free of charge; however transportation to and from any premiere or gala showing will not be at the expense of the Producer. If the Director cannot be reached, the District Council must be notified.

DR12.02 With respect to all Theatrical Motion Pictures covered by this Agreement, the Producer will guarantee at least one (1) public or private screening. The choice of the public preview or private showing shall be within the discretion of the Producer; provided, however, that if a private showing is chosen by the Producer it shall be with an audience of sufficient size and diversity to obtain adequate audience response.

DR13.00 COPY OF MOTION PICTURE

DR13.01 The Producer agrees, on the written request of the District Council or the Director, to make available to the District Council or the Director as the case may be and at the Producer's expense and without cost to the District Council or the Director, a suitable copy of the Motion Picture for the personal use of the Director or the District Council. The copy of the Motion Picture shall be made available within two (2) weeks of the written request and shall be returned to the Producer within ten (10) days after receipt by either the Director or the District Council. The Motion Picture thus released shall not be used for a public screening, however, the District Council shall be entitled to screen the Motion Picture for educational or training purposes of Guild Members.

The Producer shall provide without cost to the Director a copy of the completed work, in beta sp, three quarter (3/4) inch master or other mutually agreed upon format and which includes one hundred percent (100%) of the negative visual image, when available.

DR13.02 If the Producer goes out of business and there is no successor in title, assignee, transferee or representative, the Producer shall either:

- (a) Deliver to the District Council, without cost to the District Council, a copy of released material of such Motion Picture; or
- (b) Make other arrangements for such copy to be available to the District Council, on its request, for the screening purposes of the Director as above provided; or
- (c) If such copy is not so available, to permit the District Council to purchase such a copy at cost, to be made from the negative/master of such Motion Picture, for the purposes above provided. The District Council and the Director will sign any appropriate documents required to accomplish the purposes as above provided.

DR14.00 DIRECTOR'S MINIMUM RATES

DR14.01 The minimum rate schedules set forth in this Schedule shall apply to all Contract for Services arising pursuant to this Agreement in respect of any Guild Member who is classified and/or categorized and/or who performs any of the duties of a Director, except as the Contracted Rate stipulated in any of said Contract for Services exceeds the applicable minimum rate(s) provided by this Agreement.

DR14.02 Payments

A Director shall be paid in instalments as follows:

- (a) One-third (1/3) on signing;
- (b) One-third (1/3) on commencement of principal photography; and
- (c) One-third (1/3) on the later of completion of principal photography or delivery of the Director's cut.

D I R E C T O R S - S C H E D U L E 1

DR15.00 TIER LEVELS AND BUDGETS DEFINED

Tiers apply from adherence until the expiration of this Agreement

DR15.01 The minimum rates for Directors under articles DR16.00, DR17.00 and DR19.00 have been divided into six (6) tier levels based on the type of Production and the total Budget of that Production as set out below. The Budget range reflects the total Budget (including above and below the line) in Canadian dollars.

(a) Theatrical Motion Pictures (includes "Features")

Tier	2010-2012
A	\$10,383,776 and over
B	\$5,781,360 - \$10,383,775
C	\$3,536,832 - \$5,781,359
D	\$2,289,000 - \$3,536,831
E	\$1,300,000 - \$2,288,999
F	under \$1,300,000

(b) Movies for Television (includes "Direct to Video")

Tier	2010-2012
A	\$7,781,030 and over
B	\$5,835,773 - \$7,781,029
C	\$3,242,096 - \$5,835,772
D	\$2,289,000 - \$3,242,095
E	\$1,199,000 - \$2,288,999
F	under \$1,199,000

(c) Mini-Series (per each 2 hours of broadcast time)

Tier	2010-2012
A	\$6,234,800 and over
B	\$4,534,400 - \$6,234,799
C	\$3,400,800 - \$4,534,399
D	\$2,289,000 - \$3,400,799
E	\$1,199,000 - \$2,288,999
F	under \$1,199,000

(d) Television Series - ½ hour episode (includes Pilots, Spinoffs, Anthologies, Episodic Television Series, Television Drama Specials, Variety Series & Specials)

Tier	2010-2012
A	\$997,568 and over
B	\$725,504 - \$997,567
C	\$498,784 - \$725,503
D	\$362,752 - \$498,783
E	\$136,250 - \$362,751
F	under \$136,250

(e) Television Series – 1 hour episode (includes Pilots, Spinoffs, Anthologies, Episodic Television Series, Television Drama Specials, Variety Series & Specials)

Tier	2010-2012
A	\$1,655,056 and over
B	\$1,303,640 - \$1,655,055
C	\$918,216 - \$1,303,639
D	\$589,472 - \$918,215
E	\$245,250 - \$589,471
F	under \$245,250

(f) Serial and Strip Programs – ½ hour

Tier	2010-2012
A	\$521,456 and over
B	\$464,776 - \$521,455
C	\$328,744 - \$464,775
D	\$204,048 - \$328,743
E	\$119,900 - \$204,047
F	under \$119,900

(g) Serial and Strip Programs – 1 hour

Tier	2010-2012
A	\$1,042,912 and over
B	\$918,216 - \$1,042,911
C	\$657,488 - \$918,215
D	\$260,728 - \$657,487
E	\$207,100 - \$260,727
F	under \$207,100

(h) Other Productions – Per minute of finished material

Tier	2010-2012
A	\$41,565 and over
B	\$30,229 - \$41,564
C	\$20,782 - \$30,228
D	\$15,115 - \$20,781
E	\$5,677 - \$15,114
F	under \$5,677

DR16.00 MINIMUM RATES FOR THEATRICAL MOTION PICTURES

The rates for 2010 apply from the date of adherence to January 2, 2011. The rates for 2011 apply from January 3, 2011 to January 1, 2012. The rates for 2012 apply from January 2, 2012 to the expiration of this Agreement.

DR16.01

The minimum rate paid to the Director for services in a Theatrical Motion Picture shall constitute payment in full for the worldwide theatrical exhibition of the Motion Picture for the period of the copyright of the Motion Picture. For Theatrical Motion Pictures, the minimum rates per week for Productions in tiers A to D and the minimum Gross Remuneration for tiers E and F, shall be:

Tier Level	2010	2011	2012	Guaranteed period for prep and shoot
A	\$9,855.00	\$10,055.00	\$10,260.00	16 Weeks
B	\$8,885.00	\$ 9,065.00	\$ 9,250.00	15 Weeks
C	\$8,260.00	\$ 8,430.00	\$ 8,600.00	14 Weeks
D	\$7,020.00	\$ 7,165.00	\$ 7,310.00	10 Weeks
E	3% of Total Budget*	3% of Total Budget*	3% of Total Budget*	8 Weeks
F	2.75% of Total Budget**	2.75% of Total Budget**	2.75% of Total Budget**	8 Weeks

* For Theatrical Motion Pictures in tier E the minimum rate shall be 2% of the total Budget plus an additional 1% mandatory rights acquisition fee, which shall include all uses as per article DR18.02(a).

** For Theatrical Motion Pictures in tier F the minimum rate shall be 2% of the total Budget plus an additional .75% mandatory rights acquisition fee, which shall include all uses as per article DR18.02(a)

DR16.02 Daily Rate

The minimum daily rate for additional Days worked beyond the Director's guaranteed period or for daily engagement, where permissible, shall be one-fourth (1/4th) of the Weekly Rate payable for the particular type of Motion Picture.

DR16.03 Additional Use

If the Producer desires to exhibit any Theatrical Motion Picture on television or Compact Devices, the Contract for Services of each Director engaged therein shall contain a separate provision for additional compensation, which shall be not less than the amounts set out in article DR18.00 of this Schedule, except for those Theatrical Motion Pictures in tiers E or F.

DR16.04 Series Bonus

If an open-ended Free Television Series based on a Theatrical Motion Picture is sold subsequent to the Production of the Theatrical Motion Picture, article DR17.14 shall apply.

DR17.00 MINIMUM RATES FOR TELEVISION MOTION PICTURES

The rates for 2010 apply from the date of adherence to January 2, 2011. The rates for 2011 apply from January 3, 2011 to January 1, 2012. The rates for 2012 apply from January 2, 2012 to the expiration of this Agreement.

DR17.01 The rate paid to the Director for services on a Television Motion Picture shall constitute payment in full for one (1) of the following "declared exhibitions" of the Motion Picture:

Declared Exhibitions	Basic Use Entitlement for Minimum Rate
(a) Free Television	One (1) domestic run in Canada.
(b) Pay Television	Three (3) months in each market in Canada.
(c) Cable Television	Three (3) years use in Canada.

Prior to the engagement of a Director, or prior to his assignment to the Motion Picture if previously engaged, the Producer must declare the intended exhibition of the Television Motion Picture.

DR17.02 For Anthologies, Made for Television Movies, Mini-Series, Pilots, spinoffs, and Television Drama Specials, the minimum rates for Directors shall be:

(a) Tier A

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$14,990.00	\$15,290.00	\$15,600.00	10 Days
1 hour	\$29,980.00	\$30,580.00	\$31,195.00	20 Days
1 ½ hour	\$58,995.00	\$60,175.00	\$61,380.00	30 Days
2 hours	\$88,490.00	\$90,260.00	\$92,070.00	45 Days

(b) Tier B

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$13,520.00	\$13,795.00	\$14,075.00	10 Days
1 hour	\$27,020.00	\$27,565.00	\$28,120.00	20 Days
1 ½ hour	\$53,180.00	\$54,245.00	\$55,330.00	30 Days
2 hours	\$79,770.00	\$81,370.00	\$83,000.00	45 Days

(c) Tier C

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$11,825.00	\$12,065.00	\$12,310.00	10 Days
1 hour	\$23,650.00	\$24,125.00	\$24,610.00	20 Days
1 ½ hour	\$46,535.00	\$47,470.00	\$48,420.00	30 Days
2 hours	\$69,800.00	\$71,200.00	\$72,625.00	45 Days

(d) Tier D

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$10,050.00	\$10,255.00	\$10,465.00	10 Days
1 hour	\$20,110.00	\$20,515.00	\$20,930.00	20 Days
1 ½ hour	\$39,560.00	\$40,355.00	\$41,165.00	30 Days
2 hours	\$59,325.00	\$60,515.00	\$61,730.00	45 Days

(e) Tier E

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	2% + 1%	2% + 1%	2% + 1%	10 Days
1 hour	2% + 1%	2% + 1%	2% + 1%	20 Days
1 ½ hour	2% + 1%	2% + 1%	2% + 1%	30 Days
2 hours	2% + 1%	2% + 1%	2% + 1%	45 Days

For tier E Anthologies, Made for Television Movies, Mini-Series, Pilots, spinoffs, and Television Drama Specials, the minimum rate shall be two percent (2%) of the total Budget plus an additional one percent (1%) mandatory rights acquisition fee which shall include all uses in DR18.02(b). In no case shall the rate be higher than one dollar (\$1.00) less than the rates in tier D.

(f) Tier F

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	2% + .75%	2% + .75%	2% + .75%	10 Days
1 hour	2% + .75%	2% + .75%	2% + .75%	20 Days
1 ½ hour	2% + .75%	2% + .75%	2% + .75%	30 Days
2 hours	2% + .75%	2% + .75%	2% + .75%	45 Days

For tier F Anthologies, Made for Television Movies, Mini-Series, Pilots, spinoffs, and Television Drama Specials, the minimum rate shall be two percent (2%) of the total Budget plus an additional three-quarters of a percent (0.75%) mandatory rights acquisition fee, which shall include all uses in DR18.02(b). In no case shall the rate be higher than one dollar (\$1.00) less than the rates in tier E.

D I R E C T O R S - S C H E D U L E 1

DR17.03 For television Series, the minimum rates for Directors shall be:

(a) Tier A

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$ 12,185.00	\$12,430.00	\$12,680.00	10 Days
1 hour	\$ 25,300.00	\$25,810.00	\$26,330.00	18 Days
1 ½ hour	If a Producer is contemplating producing at this broadcast length, then the parties to this Agreement will meet to discuss the appropriate rates.			
2 hours				

(b) Tier B

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$10,990.00	\$11,210.00	\$11,435.00	10 Days
1 hour	\$22,805.00	\$23,265.00	\$23,735.00	18 Days
1 ½ hour	If a Producer is contemplating producing at this broadcast length, then the parties to this Agreement will meet to discuss the appropriate rates.			
2 hours				

(c) Tier C

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$ 9,620.00	\$ 9,815.00	\$10,015.00	10 Days
1 hour	\$19,945.00	\$20,345.00	\$20,755.00	18 Days
1 ½ hour	If a Producer is contemplating producing at this broadcast length, then the parties to this Agreement will meet to discuss the appropriate rates.			
2 hours				

(d) Tier D

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$ 8,175.00	\$ 8,340.00	\$ 8,510.00	10 Days
1 hour	\$16,960.00	\$17,300.00	\$17,650.00	18 Days
1 ½ hour	If a Producer is contemplating producing at this broadcast length, then the parties to this Agreement will meet to discuss the appropriate rates.			
2 hours				

(e) Tier E

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	2% + 1%	2% + 1%	2% + 1%	10 Days
1 hour	2% + 1%	2% + 1%	2% + 1%	18 Days
1 ½ hour	If a Producer is contemplating producing at this broadcast length, then the parties to this Agreement will meet to discuss the appropriate rates.			
2 hours				

For television Productions one half (1/2) hour or one (1) hour in length, the minimum rate shall be two percent (2%) of the total Budget plus an additional one percent (1%) mandatory rights acquisition fee, which shall include all uses in DR18.02(b) In no case shall the rate be higher than one dollar (\$1.00) less than the rates in tier D.

(f) Tier F

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	2% + .75%	2% + .75%	2% + .75%	10 Days
1 hour	2% + .75%	2% + .75%	2% + .75%	18 Days
1 ½ hour	If a Producer is contemplating producing at this broadcast length, then the parties to this Agreement will meet to discuss the appropriate rates.			
2 hours				

D I R E C T O R S - S C H E D U L E 1

For television Productions one half (1/2) hour or one (1) hour in length, the minimum rate shall be two percent (2%) of the total budget plus an additional three quarters of a percent (.75%) mandatory rights acquisition fee, which shall include all uses in DR18.02(b). In no case shall the rate be higher than one dollar (\$1.00) less than the rates in tier E.

DR17.04 For Variety Series and Variety Specials, the minimum rates for Directors shall be:

(a) Tier A

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$4,815.00	\$4,195.00	\$5,015.00	6 Days
1 hour	\$6,915.00	\$7,055.00	\$7,195.00	9 Days
1 ½ hour	\$9,065.00	\$9,252.00	\$9,435.00	14 Days
2 hours	\$12,790.00	\$13,050.00	\$13,315.00	18 Days

(b) Tier B

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$4,300.00	\$4,390.00	\$4,475.00	6 Days
1 hour	\$6,230.00	\$6,355.00	\$6,485.00	9 Days
1 ½ hour	\$8,170.00	\$8,335.00	\$8,505.00	14 Days
2 hours	\$11,530.00	\$11,765.00	\$1,200.00	18 Days

(c) Tier C

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$3,790.00	\$3,870.00	\$3,950.00	6 Days
1 hour	\$4,500.00	\$5,559.00	\$5,675.00	9 Days
1 ½ hour	\$7,115.00	\$7,300.00	\$7,446.00	14 Days
2 hours	\$10,085.00	\$10,290.00	\$10,500.00	18 Days

(d) Tier D

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$3225.00	\$3290.00	\$3360.00	6 Days
1 hour	\$4640.00	\$4735.00	\$4830.00	9 Days
1 ½ hour	\$6085.00	\$6210.00	\$6335.00	14 Days
2 hours	\$8575.00	\$8750.00	\$8925.00	18 Days

(e) Tier E

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$2610.00	\$2665.00	\$2720.00	6 Days
1 hour	\$3755.00	\$3830.00	\$3910.00	9 Days
1 ½ hour	\$4915.00	\$5015.00	\$5120.00	14 Days
2 hours	\$6935.00	\$7075.00	\$7220.00	18 Days

DR17.05 For an Other Production, the minimum rate for Directors (per minute of finished material) shall be:"

Tier	2010	2011	2012
A	\$ 508.00	\$ 518.00	\$ 528.50
B	\$ 458.00	\$ 467.50	\$ 476.50
C	\$ 401.00	\$ 409.00	\$ 417.50
D	\$ 341.00	\$ 347.50	\$ 355.00
E	negotiable	negotiable	negotiable
F	negotiable	negotiable	negotiable

DR17.06 For a Strip Program, the minimum rate for Directors shall be:

(a) Tier A

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$2,950.00	\$3,010.00	\$3,075.00	2 Days
1 hour	\$5,135.00	\$5,240.00	\$5,345.00	3 Days

(b) Tier B

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$2,460.00	\$2,510.00	\$2,565.00	2 Days
1 hour	\$4,290.00	\$4,380.00	\$4,470.00	3 Days

(c) Tier C

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$2,155.00	\$2,200.00	\$2,245.00	2 Days
1 hour	\$3,760.00	\$3,840.00	\$3,920.00	3 Days

(d) Tier D

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$1,835.00	\$1,875.00	\$1,915.00	2 Days
1 hour	\$3,195.00	\$3,260.00	\$3,330.00	3 Days

(e) Tier E

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$1,490.00	\$1,520.00	\$1,555.00	2 Days
1 hour	\$2,590.00	\$2,645.00	\$2,700.00	3 Days

(f) Tier F

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	Negotiable	Negotiable	Negotiable	2 Days
1 hour	Negotiable	Negotiable	Negotiable	3 Days

DR17.07 For a Serial Program, the minimum rate for Directors shall be:

(a) Tier A

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$2,950.00	\$3,010.00	\$3,075.00	2 Days
1 hour	\$5,135.00	\$5,240.00	\$5,345.00	3 Days

(b) Tier B

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$2,655.00	\$2,710.00	\$2,765.00	2 Days
1 hour	\$4,625.00	\$4,720.00	\$4,815.00	3 Days

(c) Tier C

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$2,325.00	\$2,375.00	\$2,425.00	2 Days
1 hour	\$4,055.00	\$4,140.00	\$4,225.00	3 Days

(d) Tier D

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$1,980.00	\$2,020.00	\$2,065.00	2 Days
1 hour	\$3,445.00	\$3,515.00	\$3,590.00	3 Days

(e) Tier E

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	\$1,605.00	\$1,640.00	\$1,675.00	2 Days
1 hour	\$2,790.00	\$2,850.00	\$2,910.00	3 Days

(f) Tier F

Length	2010	2011	2012	Guaranteed period for prep and shoot
½ hour	Negotiable	Negotiable	Negotiable	2 Days
1 hour	Negotiable	Negotiable	Negotiable	3 Days

DR17.08 Additional Work on Strip and Serial Programs

- (a)** Any work performed by a Director on an extra Day shall be paid based on the following formula, and is in addition to any other rate to which the Director is entitled:
- (i)** One (1) to thirty (30) minutes in length: fifty percent (50%) of the applicable rate as set out in article DR17.06 or DR17.07(a), (b), (c), (d) or (e) for each extra day of work.
 - (ii)** Thirty-one (31) to sixty (60) minutes in length: thirty three and one third percent (33.33%) of the applicable rate as set out in article DR17.06 or DR17.07(a), (b), (c), (d), or (e) for each extra day of work.
- (b)** In any case where a Director shoots scenes for another Director, then the first Director will be paid based on the following formula, and is in addition to any other rate to which the first Director is entitled:
- (i)** Up to fifteen (15) minutes (total): one hundred percent (100%) of the applicable rate as set out in the zero (0) to fifteen (15) minute section under article DR17.06 or DR17.07(a), (b), (c), (d) or (e) for each additional day of work.
 - (ii)** Up to thirty (30) minutes (total): one hundred percent (100%) of the applicable rate as set out in the sixteen (16) to thirty (30) minute section under article DR17.05 or DR17.07(a), (b), (c), (d) or (e) for each additional day of work.

- (c)** Flashbacks and scenes replayed at the start of an Episode will be allowed without any additional compensation as long as the scenes used are less than a total of three (3) minutes in length, or if the scenes were shot by the Director of the Episode in which they appear regardless of the total length of those scenes. Where the length of the scenes is equal to or greater than a total of three (3) minutes, the Director shall be compensated at the extra Day rate, in addition to any other rate to which the Director is entitled.

DR17.09 For a double length Episode of a television Series, the Director shall be engaged at two hundred percent (200%) of the applicable minimum rate and guaranteed Days set forth in article DR17.03 above.

DR17.10 For Television Motion Pictures in excess of two (2) hours, the minimum rate and guaranteed Days shall be computed at the two (2) hour rate plus pro rata of the one (1) hour schedule.

DR17.11 Computation of Rate
The minimum daily pro rata rate shall be computed by dividing the minimum rate per show by the number of Days guaranteed for such show. The minimum Weekly Rate shall be computed by multiplying the applicable daily pro rata rate by five (5) days. The minimum daily rate for additional Days worked beyond the Director's guaranteed period of engagement or for daily engagement, where

permissible, shall be one-fourth (1/4th) of such Weekly Rate.

DR17.12 Guaranteed Days (Shooting/Prep Time)

Total guaranteed Days shown are the maximum allowed for the applicable rate.

DR17.13 Series With or Without a Pilot

- (a) Where an Episode shot as a Pilot results in a Series, the Director shall receive the difference between the fees paid under DR.17.02 and one hundred and fifty percent (150%) of the appropriate rate in DR17.03. This fee shall be paid no later than the first day of principal photography for the Series.
- (b) Where a Director is engaged to direct the first Episode of a new Series (and no Pilot has already been shot) the Director shall receive one hundred and fifty percent (150%) of the appropriate rate in DR.17.03. "First Episode" in this case refers to the first Episode shot, regardless of the order in which the Episodes are aired.
- (c) The payment of either of the above fees shall entitle the Producer to one (1) additional prep or shooting day per one-half (1/2) hours of said first Episode.

DR17.14 Additional Use

If the Producer desires to re-run any Television Motion Picture or exhibit any Television Motion Picture Theatrically or on Compact Devices, the Contract for Services of each Director engaged therein shall contain a separate provision for additional compensation, which shall not be less than the amounts set out in article DR18.00 of this Schedule.

DR17.15 Series Bonus

- (a) If an open-ended television Series is sold subsequent to the Production of a Pilot, spin-off or in any of the forms set forth in articles DR17.13(a) or (b) above, or if such television Series is based on a Theatrical Motion Picture, then the Director of the Pilot or spin-off or of the Motion Picture introducing the character(s) shall be entitled to an additional aggregate Series bonus for each Production year as follows:

Length of Television Motion Picture	Series Bonus
One-Half (1/2) hour	\$1081.50
One (1) hour	\$2163.00
Ninety (90) minutes or longer	\$3244.50

Payment is to be made within five (5) days after firm order for Production. The Series bonus may not be bought out.

(b) Lead-in Payment

A Director who is engaged exclusively to direct material used in lead-ins for the Series will receive one-half (1/2) of the Series bonus provided for in article DR17.15(a) for each year of production the Director's material is used. The term "lead-in" as used in article DR17.15(b) includes title sequences. The District Council will determine the allocation among Directors where more than one (1) Director is entitled to receive a share of the lead-in payment.

DR18.00 RIGHTS ACQUISITION FEES FOR ADDITIONAL USE

DR18.01 For the purposes of this article:

- (a) "at the time of Production" means no later than the completion of principal photography and with respect to a Television Series, no later than completion of principal photography of the particular Episode.
- (b) "Canadian production" means a Motion Picture which does qualify as "Canadian content" as defined by the Canadian Radio-Television and Telecommunications Commission (CRTC).
- (c) "date of use" means the date on which a Motion Picture is released on Compact Devices (video) or theatrically, or exhibited or broadcast on Free Television, Pay Television or Cable Television.
- (d) "non-Canadian production" means a Motion Picture which does not qualify as "Canadian content" as defined by the Canadian Radio-Television and Telecommunications Commission (CRTC).
- (e) **For Theatrical Motion Pictures**
 - (i) "years 1-5 of use" means the period of sixty (60) consecutive months calculated from the date of first (1st) use under article DR16.01;
 - (ii) "year 6 of use" means the period of twelve (12) consecutive months calculated from the first (1st) date of use after years one to five (1-5) of use;
 - (iii) Any year of subsequent use to year six (6) is the period of twelve (12) consecutive months from the first (1st) date of use after the prior year of use.
- (f) **For Television Motion Pictures**
 - (i) "years 1-7 of use" means the period of eighty-four (84) consecutive months calculated from the date of first (1st) use under article DR17.01;
 - (ii) "years 8-10 of use" means the period of thirty-six (36) consecutive months calculated from the first (1st) date of use after years one to seven (1-7) of use.

DR18.02 Additional Use

(a) Theatrical Motion Pictures

Subject to the terms herein, the Producer may acquire unrestricted worldwide rights in perpetuity for additional use beyond the use acquired under article DR16.01 with respect to Theatrical Motion Pictures only after payment in full of the following percentages of the applicable Director's minimum rate no later than the due date specified. If not paid by the due date, then the applicable rate shall be increased by three percent (3%).

(i) All Television Use And All Media Now Or Hereafter Known, excluding Compact Devices

Rights Acquisition Fee Period	Prepayment (%)	Due Date
In Perpetuity	40%	At time of Production
OR		
Years 1-5 of Use	25%	At time of Production
Year 6 of Use	5%	Prior to date of use
Year 7 of Use	5%	Prior to date of use
Year 8 of Use	5%	Prior to date of use
Year 9 of Use	5%	Prior to date of use
Year 10 of Use	5%	Prior to date of use
TOTAL =	50%	

The Producer may elect to pay on a yearly basis after the initial five (5) year period. After the payment for a tenth (10th) year has been made, the Producer is deemed to have acquired the rights in perpetuity.

(ii) Compact Devices

Rights Acquisition Fee Period	Prepayment (%)	Due Date
North America in Perpetuity	30%	Prior to date of use
World (excluding North America) in Perpetuity	30%	Prior to date of use
TOTAL =	60%	
OR		
Worldwide in Perpetuity	50%	Prior to date of use

(iii) All Television Use, and all Media, Now Or Hereafter Known, including Compact Devices

Rights Acquisition Fee Period	Prepayment (%)	Due Date
In Perpetuity	90%	At time of Production

(b) Television Motion Pictures (Excluding "Strip or Serial Programs")

Subject to the terms herein, the Producer may acquire unrestricted worldwide rights in perpetuity for additional use beyond the single use selected under article DR17.01 with respect to Television Motion Pictures, only after payment in full of the following percentages of the applicable Director's minimum rate no later than the due date specified. If not paid by the due date, then the applicable rate shall be increased by three percent (3%).

(i) All Television Use, and all Media use Now or Hereafter Known, excluding Compact Devices

Rights Acquisition Fee Period	Prepayment (%)	Due Date
In Perpetuity	75%	At time of Production
OR		
Years 1-7 of Use	55%	At time of Production
Year 8 to 10 of Use	25%	Prior to date of use
TOTAL =	80%	

Any single use beyond the expiry of the seven (7) years, triggers a payment of twenty-five percent (25%) to acquire rights for years eight to ten (8-10). Once that payment has been made, the Producer is deemed to have acquired the rights in perpetuity.

(ii) Compact Devices

Rights Acquisition Fee Period	Prepayment (%)	Due Date
North America in Perpetuity	30%	Prior to date of use
World (excluding North America) in Perpetuity	30%	Prior to date of use
<u>TOTAL =</u>	<u>60%</u>	
OR		
Worldwide in Perpetuity	50%	Prior to date of use

(iii) All Television Use and all Media use Now Or Hereafter Known, including Compact Devices

Rights Acquisition Fee Period	Prepayment (%)	Due Date
In Perpetuity	110%	At time of Production

(iv) Theatrical Use

Rights Acquisition Fee Period	Prepayment (%)	Due Date
In Perpetuity	40% for non - Canadian Productions	Prior to date of use
In Perpetuity	20% for Canadian Productions	Prior to date of use

(c) Strip Programs

(i) All Television Use And All Media Use, Now Or Hereafter Known, Including Compact Devices

Rights Acquisition Fee Period	Prepayment (%)	Due Date
In Perpetuity	50%	At time of Production

(d) Serial Programs

(i) All Television Use And All Media Use, Now Or Hereafter Known, Including Compact Devices

Rights Acquisition Fee Period	Prepayment (%)	Due Date
In Perpetuity	50%	At time of Production

DR18.03 Technological Change/Other Uses

The parties recognize that technology in the industry is constantly changing. To the extent that the particular use of a Motion Picture is not covered under one (1) of the categories set out in article DR18.02(a), (b) or (c), the parties agree to meet and to negotiate with a view to determining an appropriate rights acquisition fee. If the parties are unable to resolve the issue, then the parties agree to submit to an arbitrator under article 10.00. The arbitrator shall be required to treat the matter as an interest arbitration and to determine an appropriate rights acquisition fee.

DR18.04 Acquisition of Additional Use After Production

- (a) If the Producer does not provide a rights acquisition fee under article DR18.02(b)(i) prior to the applicable first use, such rights acquisition fee shall be subject to the payment of an additional amount equal to twenty percent (20%) of the applicable Director's minimum rate prior to date of use.
- (b) However, there shall be no penalty if a Producer elects to go from fifty-five percent (55%) on the first (1st) season of a Series to any higher rights acquisition fee if and when the Series is picked up for a second (2nd) season. For greater clarity, the additional rights must be purchased

prior to the first (1st) Day of principal photography of the second (2nd) season of the Production.

DR18.05 Single Use Limitation

The Producer shall not be entitled to any use beyond the single use selected under article DR17.01 unless and until the required rights acquisition fee is provided.

DR18.06 Computation Rights Acquisition Fee(s)

Fees paid for extra shooting Days and extra prep Days are to be included in computing the required rights acquisition fee.

DR18.07 Director's Contract for Services and Media Uses

- (a) The Producer and the Director must execute the Director's Contract for Services not later than the first Day of principal photography, or seven (7) Days after the commencement of the Director's engagement, whichever comes first.
- (b) Other than Productions at tiers E and F, the Producer must specify in the Director's Contract for Services the media uses of the Motion Picture for which the rights acquisition fee is being provided.

DR18.08 Theatrical Release Payment

If a Television Motion Picture is exhibited theatrically before being broadcast on television, then on the release of such Television Motion Picture, the Director shall receive not less than one hundred percent (100%) of the Theatrical minimum rate, less all Gross Remuneration previously received.

DR18.09 Mandatory Rights Acquisition Fee

- (a) For Television Motion Pictures which are sixty-one (61) minutes or more in length, the Producer must provide the rights acquisition fee under article DR18.02(b)(i) prior to the completion of principal photography, except for Productions at tiers E and F.
- (b) For Direct to Video Motion Pictures the Producer must provide the rights acquisition fee under article DR18.02(b)(ii) prior to the completion of principal photography. DR17.01 does not apply, but article DR18.02(b) does apply to Direct to Video, except for Productions at tiers E and F.

DR18.10 Excerpt Buyout

If an excerpt of a Motion Picture is to be used at any time in the making of another Motion Picture, then the Director of the Motion Picture from which the excerpt was taken shall be entitled to additional payment by the Producer of the Motion Picture in which the excerpt is to be used at not less than the applicable minimum rates set forth below.

- (a) For use of such an excerpt from a Theatrical Motion Picture in a Theatrical Motion Picture or a Television Motion Picture in a Theatrical Motion Picture the following payments will be made:
 - (i) Excerpt less than thirty (30) seconds, three hundred and seventy-three dollars and ten cents (\$373.10);
 - (ii) Excerpt over thirty (30) seconds but not more than two (2) minutes, seven hundred and fifty-one dollars and sixty cents (\$751.60);
 - (iii) Excerpt over two (2) minutes, seven hundred and fifty-one dollars and sixty-five cents (\$751.65) for the first two (2) minutes and three hundred and two dollars and eighty cents (\$302.80) for each additional minute or portion thereof.
- (b) For use of such an excerpt from a Television Motion Picture in another television Motion Picture the following payments will be made:
 - (i) Ten (10) seconds of excerpts from such Motion Picture, three hundred and two dollars and eighty-five cents (\$302.80);
 - (ii) Over ten (10) seconds but not more than two (2) minutes of excerpts from such Motion Picture, eight hundred and ninety-

seven dollars and sixty-five cents (\$897.65);

- (iii) Over two (2) minutes of excerpts from such Motion Picture, eight hundred and ninety-seven dollars and sixty-five cents (\$897.65) for the first two (2) minutes and one hundred and forty-six dollars and zero cents (\$146.00) for each additional minute or portion thereof.

- (c) For use of such an excerpt from a Theatrical Motion Picture in a Television Motion Picture the following payments will be made:

- (i) Thirty (30) seconds or less of excerpts, two hundred and five dollars and fifty cents (\$205.50);
- (ii) Over thirty (30) seconds but not more than two (2) minutes of excerpts, five hundred and eighty-four dollars and zero cents (\$584.00);

- (iii) Over two (2) minutes of excerpts, five hundred and eighty-four dollars and zero cents (\$584.00) for the first two (2) minutes and one hundred and six dollars and forty-five cents (\$106.45) for each additional minute or portion thereof.

- (d) Flashbacks and scenes replayed at the start of an Episode will be allowed without any additional compensation as long as the scenes used are less than a total of three (3) minutes in length, or if the scenes were shot by the Director of the Episode in which they appear regardless of the total length of those scenes. Where the length of the scenes is equal to or greater than a total of three (3) minutes, the Director shall be compensated at the extra Day rate, in addition to any other rate to which the Director is entitled.

DR18.11 If two (2) or more Directors are entitled to share any payment provided in article DR18.10, the District Council shall determine the allocation among the Directors.

DR18.12 The above provisions shall not be applicable for the use of an excerpt(s) when used for promotional, trailer, news or review purposes or as a so-called "stock shot" (i.e., shots excluding dialogue or identifiable characters).

DR18.13 The Director of any Motion Picture which incorporates any excerpt(s) of any other Motion Picture shall not have his remuneration reduced as a result. Accordingly, the applicable minimum rates prescribed by this Agreement, or as otherwise increased by individual negotiation between a Director and a Producer, shall apply in full, notwithstanding any use of any excerpt of any other Motion Picture in that Motion Picture.

DR19.00 MINIMUM RATES FOR SECOND UNIT DIRECTORS

The rates for 2010 apply from the date of adherence to January 2, 2011. The rates for 2011 apply from January 3, 2011 to January 1, 2012. The rates for 2012 apply from January 2, 2012 to the expiration of this Agreement.

DR19.01 For Theatrical Motion Pictures, the minimum rates for Second Unit Directors shall be:

Tier Level	Type of Engagement	2010	2011	2012
A	Weekly	\$9,855.00	\$10,055.00	\$10,260.00
	Daily	\$2,463.75	\$ 2,513.75	\$ 2,565.00
B	Weekly	\$8,885.00	\$ 9,065.00	\$ 9,250.00
	Daily	\$2,221.25	\$ 2,266.25	\$ 2,312.50
C	Weekly	\$7,815.00	\$ 7,975.00	\$ 8,135.00
	Daily	\$1,953.75	\$ 1,993.75	\$ 2,033.75
D	Weekly	\$6,620.00	\$ 6,755.00	\$ 6,895.00
	Daily	\$1,655.00	\$ 1,688.75	\$ 1,723.75
E	Weekly	\$5,350.00	\$ 5,460.00	\$ 5,570.00
	Daily	\$1,337.50	\$ 1,365.00	\$ 1,392.50
F	Weekly	\$3,975.00	\$ 4,055.00	\$ 4,140.00
	Daily	\$ 993.75	\$ 1,013.75	\$ 1,035.00

DR19.02 For all Television Motion Pictures, the minimum rates for Second Unit Directors shall be:

Tier Level	Type of Engagement	2010	2011	2012
A	Weekly	\$6,870.00	\$7,010.00	\$7,155.00
	Daily	\$1,717.50	\$1,752.50	\$1,788.75
B	Weekly	\$6,190.00	\$6,315.00	\$6,445.00
	Daily	\$1,547.50	\$1,578.75	\$1,611.25
C	Weekly	\$5,425.00	\$5,535.00	\$5,650.00
	Daily	\$1,356.25	\$1,383.75	\$1,412.50
D	Weekly	\$4,610.00	\$4,705.00	\$4,800.00
	Daily	\$1,152.50	\$1,176.25	\$1,200.00
E	Weekly	\$3,730.00	\$3,805.00	\$3,885.00
	Daily	\$ 932.50	\$ 951.25	\$ 971.25
F	Weekly	\$2,770.00	\$2,830.00	\$2,890.00
	Daily	\$ 692.50	\$ 707.50	\$ 722.50

DR20.00 MINIMUM RATES FOR OTHER MOTION PICTURES

DR20.01 The minimum rates for Directors and Second Unit Directors for all Motion Pictures which are not otherwise expressly provided by this Schedule shall be established by negotiation between the Producer and District Council, prior to the engagement by the Producer of any Guild Member.

DR21.00 TERMINATION

DR21.01 Force Majeure/Postponement/Termination

The Director of the Motion Picture shall not have the start of his Contract for Services postponed, the term of his Contract for Services interrupted, or his Contract for Services terminated under the force majeure provisions of this Agreement unless the entire cast and the Director of Photography of the Motion Picture are also subject to the same postponement, interruption, or termination as the case may be. Where during any postponement or interruption of the Director's Contract for Services the principal performers or the Director of Photography receive all or part of their salary then the Producer shall pay to the Director as compensation for such postponement or interruption an amount in the same pro rata amount as the Producer pays the principal performers or the Director of Photography during the said postponement or interruption of the Director's Contract for Services. If there is a difference in the proportionate amount paid to the principal performer(s) and the Director of Photography then the higher proportionate amount shall be paid to the Director.

DR21.02 Cancellation of the Motion Picture

When a Theatrical Motion Picture or a Television Motion Picture longer than ninety (90) minutes is cancelled and the Contract for Services of the Director is terminated under the force majeure provisions of this Agreement, then if the Motion Picture Production is re-commenced within twelve (12) months of the termination of the Director's Contract for Services, the Director shall be reinstated as Director of the Motion Picture and his Contract for Services shall be deemed to be in full force and effect for the entire Production period of the re-commenced Motion Picture. The Producer shall give to the Director ten (10) working days notice of its intention to re-commence the Motion Picture. Within two (2) days of the date of the receipt of such written notice the Director shall advise the Producer in writing if he is available for work. If the Director advises the Producer that he is not available for work, the Director's Contract for Services shall remain terminated and the Producer may engage another Director subject to the other terms, conditions, and provisions of this Agreement. Where the Director advises that he is available, then he shall be entitled to begin work at once and again receive his compensation under his Contract for Services.

DR21.03 Replacement

A Director who is terminated in accordance with the "pay or play" or just and reasonable cause provisions of this Agreement may be replaced. A Director shall not be replaced by a person who has never prior to that time directed a Theatrical Motion Picture or alternatively has never directed more than ninety (90) minutes of television programming, regardless of where produced. At least one (1) working Day prior to the engagement of the replacement Director, the Producer shall give to the District Council in writing particulars to substantiate that the replacement Director qualifies as a replacement Director within the meaning of this article DR21.03.

DR21.04 Emergency Replacement

Notwithstanding the preceding article DR21.03, the Producer may in a bona fide emergency engage a replacement Director for a period of five (5) Days on a one (1) time basis who does not meet the qualifications required by article DR21.03 to act as a replacement Director during the said five (5) Days pending the arrival of the replacement Director who does qualify under article DR21.03. If such an emergency arises on a television Series, the five (5) Day period may be extended to allow the completion of principal photography of the Episode.

DR21.05 Guaranteed Period for Replacement Director

Where a Director is replaced, the replacement Director shall only be guaranteed the greater of the number of guaranteed Days remaining, or the number of Days actually remaining on the shooting schedule at the time such replacement Director begins the assignment.

DR21.06 Screenplay Development

If a Director at the request of the Producer, participates in the development of a screenplay (as a Director in a non-writing function) at the development stage of a Motion Picture, with the option to direct and if such option is not exercised or if the Director is replaced or the Motion Picture is abandoned, the Director shall receive a minimum of ten thousand dollars (\$10,000) at the time a Motion Picture, based on such screenplay is produced, inclusive of any option, writing and other fees paid to the Director.

DR22.00 GENERAL

DR22.01 If there is conflict between this Schedule and any other provisions of the Standard Agreement, the provisions of this Schedule shall prevail (except where Director's Contract for Services provides more favourable conditions). This Agreement shall remain in full force and effect as it relates to the Producer's financial and other obligations to Directors under this Schedule including, without limitation, rights acquisition fees for additional use and Series bonuses.

DR23.00 ISAN

- DR23.01** (a) The parties hereto acknowledge that specifications for an international standard audiovisual number, ISAN or V-ISAN, are currently under development and nearing completion, under the auspices of the International Standards Organization (the "ISAN standard"). It is contemplated that regional agencies for the registration and granting of ISAN/V-ISAN for Motion Pictures will soon be established in Canada or North America. At such time as a regional ISAN agency serving Canada is established, each Producer of a Motion Picture produced under the terms of this Agreement shall be required to apply for an ISAN/V-ISAN for each such Motion Picture.
- (b) The Producer shall apply for an ISAN/V-ISAN at the earliest practical opportunity in the production of the Motion Picture so that the ISAN/V-ISAN may be included as key information on each Guild Member's Contract for Services and other documentation. The Producer shall advise the District Council upon request, and in any event no later than the end of post-production, of the ISAN/V-ISAN for the Motion Picture.
- (c) In registering the Motion Picture for an ISAN/V-ISAN, the Producer will be required to provide the ISAN regional agency with certain descriptive data concerning the Motion Picture, pursuant to the ISAN/V-ISAN standard. The Producer shall include the full name(s) of the principal director(s) in the descriptive data in each registration of an audiovisual work, including the registration of an episode within a serial audiovisual work, in addition to all mandatory descriptive data required under the ISAN/V-ISAN standard.
- (d) The Producer will adhere to such other reasonable requirements as may be developed

from time to time by the applicable ISAN agency to establish and implement an international registration and tracking system for audiovisual works in the film and television industry.

DR24.00 RESERVATION OF RIGHTS

- DR24.01** (a) Nothing in this Agreement or any Contract for Services to which this Agreement applies shall diminish any otherwise existing rights of the Director to collect any of the so-called "author's share" of secondary use payments in connection with any Motion Picture.
- (b) Nothing in this Agreement or any Contract for Services to which this Agreement applies shall diminish any otherwise existing right of the Producer to collect any of the so-called "Producer's share" of secondary use payments in connection with any Motion Pictures.
- (c) In this article, "secondary use payments" means the net amounts collected and then distributed by collective societies (e.g. SACD, AGICOA) in respect of:
- (i) the retransmission outside of Canada
 - (ii) 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 Motion Pictures
- (d) The Gross Remuneration payable to the Director under this Agreement or any Contract for Services 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.

**Canadian Media
Production Association**

per _____
Chief Operating Officer and
Chief Legal Officer

Directors Guild of Canada

per _____
President

**Directors Guild of Canada
Alberta District Council**

per _____
Chair

**Directors Guild of Canada
Atlantic Regional Council**

per _____
Chair

**Directors Guild of Canada
Manitoba District Council**

per _____
Chair

Directors Guild of Canada - Ontario

per _____
Chair

**Directors Guild of Canada
Saskatchewan District Council**

per _____
Chair

D I R E C T O R S - S C H E D U L E 1
L E T T E R S O F U N D E R S T A N D I N G

NO. 1 Article 24 - Reservation Of Rights

With respect to article DR24.00, Reservation of Rights, the parties, agree as follows:

1. All net amounts collected and then distributed by collective societies in respect of the retransmission in North America of Motion Pictures are deemed receivable by the Producer, the head distributor and/or sub-distributors until such time as a decision of a court or tribunal of competent jurisdiction to the contrary is rendered.
2. Nothing in the Standard Agreement or this letter of understanding shall preclude the Guild or the CMPA from commencing or participating in proceedings before any court or tribunal and/or lobbying for secondary use payments.

**Canadian Media
Production Association**

per _____
Chief Operating Officer and
Chief Legal Officer

Directors Guild of Canada

per _____
President

**Directors Guild of Canada
Alberta District Council**

per _____
Chair

**Directors Guild of Canada
Atlantic Regional Council**

per _____
Chair

**Directors Guild of Canada
Manitoba District Council**

per _____
Chair

Directors Guild of Canada - Ontario

per _____
Chair

**Directors Guild of Canada
Saskatchewan District Council**

per _____
Chair

D I R E C T O R S - S C H E D U L E 1
L E T T E R S O F U N D E R S T A N D I N G

NO. 2 DGC – CMPA Directors’ Issues Committee

The parties agree to constitute a small committee charged with the ongoing responsibility of reviewing issues as they relate to Directors ("The committee") and agree as follows with respect to the committee:

- 1. The committee will commence its dialogue and meetings in advance of the next round of negotiations for a renewal of the Standard Agreement.
- 2. The committee will meet on a regular basis.
- 3. The participants shall agree in advance of each meeting as to which issues shall be discussed at the next meeting.

**Canadian Media
Production Association**

per _____
Chief Operating Officer and
Chief Legal Officer

Directors Guild of Canada

per _____
President

**Directors Guild of Canada
Alberta District Council**

per _____
Chair

**Directors Guild of Canada
Atlantic Regional Council**

per _____
Chair

**Directors Guild of Canada
Manitoba District Council**

per _____
Chair

Directors Guild of Canada - Ontario

per _____
Chair

**Directors Guild of Canada
Saskatchewan District Council**

per _____
Chair

DIRECTORS - SCHEDULE 1
LETTERS OF UNDERSTANDING

NO. 3 DGC – CMPA Directors’ Additional Use Fees Committee

An ongoing commitment exists between the parties to study director compensation which shall be concluded prior to the expiration of the collective agreement. The study will include evaluation of various revenue share models and the assessment of the current Additional Use structure. The CMPA and DGC agree to review various mechanisms of ensuring compliance with any revenue share model including reversion of rights expanded penalties for non-payment.

**Canadian Media
Production Association**

per _____
Chief Operating Officer and
Chief Legal Officer

Directors Guild of Canada

per _____
President

**Directors Guild of Canada
Alberta District Council**

per _____
Chair

**Directors Guild of Canada
Atlantic Regional Council**

per _____
Chair

**Directors Guild of Canada
Manitoba District Council**

per _____
Chair

Directors Guild of Canada - Ontario

per _____
Chair

**Directors Guild of Canada
Saskatchewan District Council**

per _____
Chair

D I R E C T O R S - S C H E D U L E 1
L E T T E R S O F U N D E R S T A N D I N G

NO. 4 Sunset Clause

Unless the parties agree otherwise, all articles in the Directors' Schedule which address new media and rights acquisition fees will sunset on December 30, 2012 and be replaced on that date by the corresponding article under the 2003 – 2005 Standard Agreement, if any. Notwithstanding the foregoing, the terms of any Bargaining Authorization and Voluntary Recognition Agreement or Contract for Services signed prior to December 30, 2012 will remain in force.

CMPA

**Canadian Media
Production Association**

per _____
Chief Operating Officer and
Chief Legal Officer

Directors Guild of Canada

per _____
President

**Directors Guild of Canada
Alberta District Council**

per _____
Chair

**Directors Guild of Canada
Atlantic Regional Council**

per _____
Chair

**Directors Guild of Canada
Manitoba District Council**

per _____
Chair

Directors Guild of Canada - Ontario

per _____
Chair

**Directors Guild of Canada
Saskatchewan District Council**

per _____
Chair

DIRECTORS - SCHEDULE 1
Contract for Services

Name: _____ HST#: _____ Corp. # _____ ISAN _____

Loan-out Name: _____ CEIRP # _____

Address: _____

Current Title of Motion Picture: _____

Type of Motion Picture: _____

Episode Number (if applicable): _____ Length of Episode: _____ Engaged in Province(s): _____

Start Date: _____ Finish Date: _____ Guaranteed Period (specify weeks or days): _____

RATE: \$ _____ (SPECIFY DOLLAR AMOUNT PER WEEK , Per EPISODE OR Daily

RIGHTS ACQUISITION FEE (RAF): \$ _____ TOTAL RATE (Add Rate Plus RAF): \$ _____

Additional Terms for Extra Work Outside Guaranteed Periods or Extra Days:

(a) Length of Engagement: _____ (b) Rate: _____ Daily: _____ Weekly: _____

(c) Other Terms (i.e. Credit, Vehicle, etc): _____

Declared Use of Television Motion Picture (check one, if applicable):

Free Television Pay Television Cable Television

Additional Use of Motion Picture Being Purchased (included in Total Rate as set forth above):

(A) THEATRICAL MOTION PICTURES

(i) All TV Use In Perpetuity (40%) 5 Years Use (25%)

(ii) Compact Devices North America in Perpetuity (30%)

World Excluding North America in Perpetuity (30%)

Worldwide in Perpetuity (50%)

(iii) All TV Use, All Media & Compact Devices Worldwide In Perpetuity (90%)

(C) STRIP PROGRAMS

In Perpetuity (50%)

(D) SERIAL PROGRAMS

In Perpetuity (50%)

(B) TELEVISION MOTION PICTURES AND DIRECT TO VIDEO (Excluding Strip Programs)

(i) All TV Use In Perpetuity (75%) 7 Years Use (55%)

(ii) Compact Devices North America in Perpetuity (30%)

Worldwide Excluding North America in Perpetuity (30%)

Worldwide in Perpetuity (50%)

(iii) All TV Use, All Media & Compact Devices Worldwide In Perpetuity (110%)

(iv) Theatrical Use In Perpetuity (40% non-Cdn prod) or (20% Cdn Prod)

The individual having final cutting authority over the motion picture is: _____

Tentative Post Production Locale _____

The Producer and the Director must execute the Director's Contract for Services not later than the first day of principal photography, or seven days after the commencement of the Director's engagement, whichever comes first. (DR18.07(a))

The undersigned hereby authorizes the Producer to check off or deduct in accordance with the 2010-2012 DGC/CMPA Standard Agreement two percent (2%) of Gross Remuneration weekly and permit fees and remit same to the Guild. All of the provisions of this Contract for Services are subject to and must provide no less than the terms and conditions of the 2010-2012 DGC/CMPA Standard Agreement and all of the provisions of said 2010-2012 DGC/CMPA Standard Agreement and any individual contract between the Director and the Producer shall be deemed to be incorporated into this Contract for Services as if set forth in full herein in writing.

ACCEPTED AND AGREED

Print Name of Producer (Company)

Signature of Guild Member OR Loanout's Authorized Rep

Signature of Producer's (Company's) Authorized Rep*

Print Name of Guild Member OR Loanout's Authorized Rep

Print Name of Producer's (Company's) Authorized Rep*

Date

Date

*Producer's Authorized Rep includes Executive Producer, Producer, Supervising Producer, Associate Producer or Line Producer or a person performing any of those functions, but EXCLUDES A GUILD MEMBER WHO IS SUBJECT TO THE STANDARD AGREEMENT (Article 12.09).

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