

## 1. Qualifying Productions and Procedures:

- 1.1. **Application deadline:** All paperwork must be submitted at least 30 days prior to start date. [Apply to ACTRA](#) with all of the required documents listed on the [Document Checklist](#). An ACTRA Toronto Business Representative will review your package and shortly thereafter schedule a pre-production meeting to review your project.
- 1.2. **Pre-approval required:** Casting and principal photography may not begin until WiP approval is granted (excluding ACTRA members involved in prior versions of the project). Access to [ACTRAonline.ca](#) will be made available to Producers for casting purposes upon approval.
- 1.3. **Type of projects:** Web series longer than 3 minutes, but no longer than 90 minutes in total, with a total budget of less than \$3,875 per minute qualify for WiP, subject to exclusions listed as ineligible productions below. All projects must shoot within ACTRA Toronto's jurisdiction. Producers, directors, writers, performers and key crew must all be Canadian or permanent residents and reside in Canada.
- 1.4. **Cast & Auditions:** The project must cast all its performers entirely from ACTRA Full, Apprentice or AABP members.
- 1.5. **CMPA membership:** Producers must be members of the CMPA prior to when their application for the WiP Program is filed with ACTRA. Please be advised that the CMPA will not approve projects by companies who are not members in good standing of the Association.
- 1.6. **Mentor program:** The producer may choose to select a CMPA Mentor prior to their application being filed. Please contact the CMPA.
- 1.7. **Screenings:** Producers of web series must commit to having at least 1 invited cast and crew screening prior to any other media exposure.
- 1.8. **Canadian Content:** The project must be eligible as a 10 out of 10 Canadian content project under the CAVCO scale and thereby also be eligible for federal tax credits. Short and Experimental motion pictures are excluded from having to apply to CAVCO but must otherwise qualify under CAVCO. As per CAVCO any Canadian Distribution Agreement must include an obligation to exhibit the production in Canada within two years of completion.
- 1.9. **IPA applies:** Upon becoming a signatory, all terms of the Independent Production Agreement (IPA) apply except as amended by these WiP guidelines, and as agreed by ACTRA and the CMPA with regard to the application.
- 1.10. **Canadian ownership:** The web series property must be owned and produced through a company incorporated in Canada under the laws of Canada or a Canadian province or territory. All projects must adhere to standard legal, business, and accounting procedures. All web series may, if requested, be required to have a final audit performed. Refusal to supply audit results (if requested) or final cost reports will result in disqualification from WiP and will require contracting at the appropriate IPA conditions.
- 1.11. **Security agreement:** A standard executed Security Agreement as per Appendix 7 a and b of the IPA is required.

- 1.12. **Arrangements to collect residuals:** Since every project is unique, we suggest that you review the [ACTRA Performers' Rights Society's](#) procedures sheet and contact them should you require information on the specifics of your distribution arrangements.
- 1.13. **Insurance:** Your project must be budgeted to secure liability and accident insurance covering cast and crew for the shoot and show proof of coverage prior to shooting. [Accident On Set](#) is one example of available accident insurance for cast.

## 2. Ineligible Productions:

ACTRA and the CMPA reserve the right to decline or to revoke approval for any project for any reason.

- 2.1. **Excluded projects: Not eligible: All Feature & Short theatrical motion pictures, Industrials,** Corporate Videos, documentaries, dubbing, animation, pilots, TV Series, Television Movies of the Week, Commercials and Music Videos.
- 2.2. **Minors:** Projects that depend on the extensive involvement of minors will be carefully examined and will be excluded unless the resources and planning for the proper care and treatment of the young performers can be demonstrated.
- 2.3. **Revised scope:** WiP projects which in the course of production or completion increase the scope of their budget or alter the nature of their production must disclose such changes to ACTRA Toronto. The WiP status of such a production may be amended or withdrawn at the discretion of ACTRA Toronto or the CMPA.
- 2.4. **Unfair advantage; misrepresentation:** A production which is found to be taking unfair advantage of WiP rates through misrepresentation or falsification of budget will immediately become subject to the rates and conditions of the IPA.
- 2.5. **Other exclusions:** The Producer(s) and its principals and their related companies cannot apply to WiP if they are (A) currently in default with ACTRA, or (B) have ever been declared an Unfair Engager, or (C) have been previously found to be undermining WiP, or (D) are not members in good standing of the CMPA.

## 3. Minimum Fees:

**Web Series Production:** Total budget of less than \$ 3,875 per minute to a maximum of 90 minutes for web series only. For Productions shooting outside of the 40km zone, if all Performers are local, the Production may be considered for web series status within the relevant Class. Please confirm with ACTRA in advance. If travel outside of the zone is required, higher fees may be assessed.

**Class 1 Production:** Total budget of \$2,501 to \$3,875 per minute

Category	Daily	Hourly	Overtime
Principal	\$340.00	\$42.50	\$63.75
Actor	\$260.00	\$32.50	\$48.75
Background	\$180.00	\$22.50	\$33.75

**Class 2 Production:** Total budget of \$1,501 to \$2,500 per minute

Category	Daily	Hourly	Overtime
Principal	\$240.00	\$30.00	\$45.00
Actor	\$200.00	\$25.00	\$37.50
Background	\$148.00	\$18.50	\$27.25

**Class 3 Production:** Total budget of less \$1,500 per minute or less

Category	Daily	Hourly	Overtime
Principal	\$200.00	\$25.00	\$37.50
Actor	\$148.00	\$18.50	\$27.25
Background	\$138.00	\$17.25	\$26.00

Where a web series Production has a projected segment length of five (5) minutes or less, Performers are to be paid on a per-day-of-production basis, regardless of the number of segments and total length of the web series, provided the web series is held together by the same title, trade name or trademark.

Where a web series Production has a projected segment length of over five (5) minutes, payment of the minimum daily fee shall permit up to three (3) web series Productions to be produced in one session (i.e. workday), provided the web series is held together by the same title, trade name or trademark, or identifying device or personality common to all of the segments.

For each web series Production beyond the three (3) produced in one work-day session, the Producer shall either pay an additional twenty-five (25%) of the minimum daily fee per web series Production or pay an additional minimum daily fee that shall allow the Producer to produce up to five (5) additional web series Productions on that same workday.

ADR rate: ADR is to be paid at 50% of the contracted daily rate with a maximum 4 hours of work time. The contracted daily fee applies after four hours to a maximum of eight hours.

#### 4. Working Conditions:

Performer Working Conditions are as per the IPA with the following clarifications:

- 4.1. **Workday:** The workday for Performers shall be eight (8) consecutive hours, exclusive of time for meal breaks. Meal breaks as per the IPA. No work shall be permitted in excess of twelve (12) hours, exclusive of time for meal break, within any 24-hour period.
- 4.2. **Overtime:** If the Performer is requested or required to work beyond eight (8) consecutive hours, the Producer shall pay the Performer for each hour, in 1/4 hour increments, an amount equal to time and one-half of the Performer's payment for the day at the pro-rata hourly rate.
- 4.3. **Meals:** All Performers will be provided the same meals as the crew. Producer shall make reasonable efforts to accommodate dietary restrictions.
- 4.4. **Travel:** Travel beyond the 40km radius of the production zone to be paid at the contracted overtime rate.

#### 5. Additional Budgetary Obligations:

- 5.1. **Benefits:** Benefits and fringes of 12.5% should be allocated in the budget for all gross amounts paid to performers. The percentage includes 12% for Insurance and Retirement and 0.5 % for the ACTRA Performers' Right Society.
- 5.2. **Fees:** Administration fees payable to ACTRA and the CMPA are as follows:

Class	Admin Fee	Admin Fee + HST
1	\$700 per Production	\$791.00 per Production
2	\$500 per Production	\$565.00 per Production
3	\$400 per Production	\$452.00 per Production

- 5.3. **Security for Payments Due During Production:** No later than five (5) business days before any work is scheduled to begin for the Performers, a payroll security deposit (Security Bond) is required. The deposit will be held in trust. For projects whose shooting schedule is longer than two weeks, a two-week payroll security deposit is required.
- 5.4. Shooting schedules less than two weeks require a bond of no less than 50% of the budgeted payroll and will be refunded provided ALL paperwork is completed OR, with permission from ACTRA, projects may arrange to prepay performers for scheduled days and post a security deposit in the accumulated sum of projected overtime fees, administration fees, Performers Rights fees and any other applicable fees as determined by the Business Representative. When permitted by ACTRA, the Producer will be able to provide other forms of security for payments due during production.

5.5. **Budget report:** Within four (4) weeks of completion of principal photography, the Producer shall submit to ACTRA a detailed report of actual expenditures and other relevant materials ACTRA may require showing actual cost of the production to date. In the event the actual production costs exceed the limits stated for the categories above, the Producer shall pay the Performers or to ACTRA for the benefit of the Performers, any additional sums necessary to bring the compensation of the Performers into the defined class of production.

## 6. Revenue Participation and Distribution

6.1. **Residuals: Web Series Productions** – Performers shall be paid Use fees in the aggregate of eight percent (8%) of DGR for exploitation in any Use after an initial Use period of six (6) months from first utilization.

6.2. **Where paid:** The Use Fee is paid directly to the ACTRA Performers' Rights Society who administers the collection and disbursement of all DGR payable in accordance with the unit calculations defined in the IPA. Please refer to the ACTRA Performers' Rights Society's [procedure sheet \(or Article B509 of the IPA\)](#) for the full definition of Distributors' Gross Revenue.

## 7. Casting:

7.1. **Script:** Lead and support roles require performers to have access to a full script before signing a contract.

7.2. **Stunts:** A qualified ACTRA Stunt Coordinator is required for all scenes that include stunts. The ACTRA Stunt Coordinators registry will be made available upon request.

7.3. **Copy of product:** Principal Performers and Actors shall be provided with an electronic copy of their performance on digital media within 60 days of the production of the final master transfer of the completed series. A clause guaranteeing this must appear in all Performer contracts.

## 8. Rehearsals:

8.1. **Rehearsal time:** With prior approval, Performers may participate in two (2) rehearsal days at half the contracted Daily Rate, to a maximum of four hours per day. The preliminary/proposed rehearsal schedule must be clearly delineated to the performer on the casting notice, along with WiP status and the Daily Rate. Additional Rehearsal days are to be paid at the contracted daily rate. Full fee Rehearsal days are limited to 8 hours per day.

## 9. Other Issues:

9.1. **Verification:** ACTRA Toronto reserves the right to contact all other industry partners and/or grant organizations and/or financial institutions to corroborate details of the production package. This may include proof of finances or credit.

9.2. **The IPA:** Copies of the IPA are available [online](#). The Producer is expected to review this agreement and have a thorough understanding of its terms and conditions.

9.3. **Credit:** Should the WiP project have a tail credit, the credit must show the ACTRA Toronto and CMPA logos and stating, "Made with the Generous Support of ACTRA Toronto and the CMPA".

Logos will be provided by ACTRA Toronto and the CMPA in electronic format. In addition, the ACTRA Toronto logo must appear on all print and digital promotional materials.

- 9.4. **Changes to these guidelines:** ACTRA Toronto reserves the right to modify or revoke these guidelines at any time without notice.