



SCALE AGREEMENT NFB-CFM 2026-2029

Personal Service Contract Form



For all Audiovisual Works (Animation, Documentary and Other Audiovisual Work)

PO No

Contract No

PRODUCTION TYPE	Animation	Documentary	Other Audiovisual Work
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THIS CONTRACT for the personal services of musicians, made this _____ day of _____ between the undersigned National Film Board of Canada (hereinafter called the "NFB") and _____ musicians (*number of musicians, including leader*) (hereinafter the "Musicians"), represented by the undersigned representative (Leader, Composer or Conductor).

WITNESSETH, That the NFB engages the personal services of the Musicians as musicians severally and the Musicians severally, through their representative, agree to render collectively to the NFB services as musicians under the leadership of :

Name and Address of Place of Engagement _____

Title of Audiovisual Work and Project Number _____
Series Part of a Collection

TYPE OF ENGAGEMENT					
Recording Session	Sideline Only	Sideline & Record	Rehearsal	Reuse	New Use

DATES AND WORKING HOURS

This contract is subject to all terms and conditions of the NFB/CFM Scale Agreement executed between the CFM and the NFB, which forms an integral part thereof.

FEES AGREED UPON _____

PRODUCER _____

ADDRESS _____
Representative of the NFB (PRINT) (Signature Representative of the NFB)

CITY _____ PROV _____ POSTAL CODE _____
Representative of Musicians (PRINT) (Signature Representative of Musicians)

MUSICIAN'S NAME (AS IT APPEARS ON THE SOCIAL IDENTIFICATION NUMBER CARD) NAME / SURNAME / INITIALS	AFM Local NO.	Member No or Permit No	GST/HST#	QST#	HRS GUAR.	HRS WKD.	Initials Leader	Initials Producer	FEES	PENSION CONTRIBU TION
Former public servant Yes No										
Former public servant Yes No										

See reverse or attachment for additional terms and conditions of this contract.

Contract Administration Fees

Total Pension Contribution
Remit contribution to AFM Local, as per Article 4
of the Scale Agreement

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ADDITIONAL TERMS AND CONDITIONS

1. The NFB shall at all times have complete control of the services which the Musicians will render under the specifications of this contract. The Musicians shall execute their obligations subject to any proven impediment, such as sickness, an accident, a riot, a strike, an epidemic, an act of God, or any other legitimate condition beyond the control of the Musicians. The NFB agrees that the Business Representative of the Musicians' Local, in whose jurisdiction the Musicians are playing, shall have access to the premises in which the Musicians perform for the purpose of conferring with the Musicians. The Musicians performing services under this contract must be members or permittee members of the American Federation of Musicians and nothing in this contract shall ever be so construed as to interfere with any obligations which they may owe to the American Federation of Musicians.
2. It is agreed that all the rules, laws and regulations of the American Federation of Musicians, and all the rules, laws and regulations of the Local in whose jurisdiction the Musicians perform, insofar as they are not in conflict with those of the governing Scale Agreement, are made part of this contract.
3. The NFB represents that there does not exist against them, in favor of any member of the AFM, any claim of any kind arising out of musical services rendered hereunder. It is agreed that no member of the AFM will be required to perform any provisions of this contract or to render any services for the NFB as long as any such claim is unsatisfied or unpaid in whole or in part. The NFB in signing this contract itself, or have same signed by a representative, acknowledges their authority to do so and hereby, assumes liability for the amount stated herein.
4. If the Musician or the Leader is a former federal public servant (FPS) in receipt of a pension pursuant to the *Public Service Superannuation Act (PSSA)*, he or she agrees that successful supplier's status (as Musician in a NFB production), with respect to being a former public servant in receipt of a pension, will be reported on the NFB website and departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#). The Musician or the Leader must provide the following information to the NFB, as applicable: the name of former public servant and the date of termination of employment or retirement from the Public Service. A contract for the services of a FPS who has been retired for less than one year and who is in receipt of a pension is subject to a fee reduction (abatement formula) as required by Treasury Board Policy.
5. Notwithstanding any provision to the contrary in this contract, Musicians engaged under this contract whose services are prevented, suspended or stopped by reason of strike, ban, the AFM unfair list, or by order made or sanctioned by the CFM, shall be free to be engaged for other employment by other employers without any restraint, hindrance, penalty, obligation or liability.
6. The performances to be rendered pursuant to this contract are not to be recorded, reproduced, or transmitted from the place of performance in any manner or by any means whatsoever, except as specifically permitted by this contract. This contract may not be enforced by the NFB until approved by the CFM/AFM.
7. **REUSE AND NEW USE**
This contract is also to be used in reporting Reuse and New Use payments (when applicable) and shall be sent to the CFM office 895 Don Mills Road #202, Toronto, ON M3C1W3, to the designated CFM representative, accompanied by payments for same made payable to the Musicians entitled thereto.
8. **Final Provisions**
Contribution to the Musicians Pension Fund of Canada shall be paid through the AFM Local in accordance with Article 4 of the Scale Agreement.
 - (a) The Leader/Musician(s) should retain a copy of the contract (in PDF format) for their files and send a copy of the contract in PDF format (or other similar format) by electronic means (such as emails) to the AFM Local in whose jurisdiction the engagement was performed.
 - (b) The payment for services will be issued by direct bank deposit for the total agreed fees within ten (10) business days following the recording session, or, in the case of Reuse or New Use fees, within ten (10) business days following execution of the contract.
 - (c) The AFM Local shall distribute the contracts as follows:
 1. A copy of the contract in PDF format (or other similar format) sent by electronic means (such as emails) to the Musicians' designated email address.
 2. A copy of the contract in PDF format (or other similar format) sent by electronic means (such as emails) to the NFB, to the attention of the NFB Producer or any other NFB designated representative, if required.
 3. A copy of the contract in PDF format (or other similar format) to be retained by the AFM Local.
 4. A copy of the contract in PDF format (or other similar format) sent by electronic means (such as emails) to the Leader.



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5. A copy of the contract in PDF format (or other similar format) sent by electronic means (such as emails) to the Musicians' Pension Fund of Canada benefits@mpfcanda.ca.

This contract may be executed in one or more counterparts, each of which shall constitute an original, and all of which taken together shall be deemed to constitute one and the same instrument. This contract may be executed and delivered by facsimile transmission or in PDF format by e-mail transmission with the same force and effect as if it were executed and delivered by the Parties simultaneously in the presence of one another, and signatures on a facsimile or PDF print copy hereof shall be deemed authorized original signature.