



# CANADIAN FEDERATION OF MUSICIANS

*An Organization of the American Federation of Musicians of the United States and Canada*

## **COVID-19 PANDEMIC SPECIAL AGREEMENT**

### **SINGLE PROJECT LETTER OF ACCEPTANCE AND SIDE LETTER** **FOR NEW MEDIA PRODUCTIONS**

PRODUCTION TITLE: \_\_\_\_\_  
(Hereinafter referred to as the “Production”)

It is agreed and understood that the Production covered herein is being produced under the General Production Agreement, as negotiated between the Canadian Broadcasting Corporation (CBC) and the Canadian Federation of Musicians (CFM) (hereinafter the “Agreement”), concerning the terms and conditions applicable to the production of audio and/or audiovisual content made for the Internet, mobile devices, or any other new media platform in existence as of the date of ratification (hereinafter collectively referred to as “New Media”).

The undersigned Producer has read, understands and voluntarily accepts and adopts this Agreement of the Canadian Federation of Musicians (the Canadian National office of the American Federation of Musicians of the United States and Canada), and each and every provision of said Agreement, in full force and effect from August 1, 2019 to July 31, 2023, and hereby incorporates such Agreement provisions as its own [General Production Agreement](#) with the Canadian Federation of Musicians for the full period of pre-production, production and post-production of the above referenced single-project Production. Whenever the term “Employer”, “Engager” or “Producer” is referenced in said Agreement, said term shall include the undersigned Producer. It is also understood that this Letter of Adherence is applicable only to the Production noted above.

The CFM and Producer agree that, in addition to the terms expressly provided below, all provisions of the Agreement will apply to the Production. In the event of a conflict between the Agreement and this Side Letter, the terms of the Side Letter shall prevail.

1. All scale wage rates provided for in the Agreement shall apply (Rate A1).
2. For Productions with total budget less than \$15,000, scale wages for such Production shall be as per C1 and C2 in the Agreement.
3. For exhibition on personal or limited platforms, a further discount may be negotiated, as per Article 6.7 of the Agreement.
4. Arrangements, orchestrations and parts resulting from music preparation shall be paid for according to the page rates provided for in Module 6 of the Agreement, with the understanding that they may potentially be adjusted by the percentages provided for in Paragraphs 2-3 of this Side Letter.
5. In the event that arrangements, orchestrations and parts (or any portion thereof) resulting from music preparation services performed in a category other than audiovisual content are used in this Production, a first time new use payment shall be made in full at the rate applicable hereunder, to all music preparation Musicians who rendered such original services. In the event that such applicable rates are covered under Paragraphs 2-3 of this Side Letter, such music preparation Musicians shall retain the right to be made whole to the full value of page rates provided for in Module 6 of the Agreement upon subsequent use of such music preparation in this category.
6. Producer agrees to contributions to the Musicians’ Pension Fund of Canada, and further agrees to contribute to such fund on behalf of the Musicians engaged by the Producer, an amount equal to 12% of scale wages earned by said Musicians.

7. Symphony and Opera Productions (where an agreement exists with an AFM Local) are specifically excluded from usage of this Side Letter.
8. Musicians who are not members of the AFM may be engaged under this Side Letter as per the provisions contained in Article 9 of the Agreement.
9. Licensing, sale or release of audio or audiovisual content produced under this agreement to any third party, in any manner is prohibited, in the absence of a fully-executed Letter of Adherence to the CFM General Production Agreement.
10. Contract Services Fee is applicable, when three (3) or more musicians are engaged, as per the provisions contained in Article 6.22 of the Agreement.
11. All performances will be contracted under the Form B7.

**It is understood and agreed that the terms of this agreement are between the CFM and the Producer and it shall be considered non-precedent setting and non-citable, nor may they be cited in any judicial, administrative, or other proceeding, except to enforce the terms herein:**

PRODUCTION COMPANY: \_\_\_\_\_

NAME & TITLE OF AUTHORIZED OFFICER (PRINT):

\_\_\_\_\_

SIGNATURE OF AUTHORIZED OFFICER: \_\_\_\_\_

PRODUCER CONTACT INFORMATION: \_\_\_\_\_

(Address)

( ) / ( ) /  
 (Telephone) (Fax) (E-mail)

Website: \_\_\_\_\_

	<b>CFM USE ONLY</b>	
<b>ACCEPTED CANADIAN FEDERATION OF MUSICIANS:</b>		
SIGNATURE OF AUTHORIZED OFFICIAL: _____		
PRINT NAME AND TITLE OF AUTHORIZED OFFICIAL: _____		
DATE: _____		

**SCALE SUMMARY SHEET (August 2020 – July 31 2021; thereafter refer to Agreement)  
Minimum Call A1 Rates Low Budget (C1, C2)**

<b>3 hours, up to 60 minutes of content</b>	\$418.00	\$209.00
<b>90 minutes of content</b>	\$626.00	\$280.00
<b>Each Additional 15 mins.</b>	\$104.00	See Agreement
<b>Rehearsal Hours @</b>	\$70.00	\$70.00

Each minimum call rate is comprised of the Broadcast Fee plus a minimum of 3 hours of work time. For each additional 15 minutes of program length beyond 90 minutes, add Rate A4.

Doubles – as per Article 13 of the Agreement.