

**MEMORANDUM OF AGREEMENT (MOA)**

BETWEEN

**THE NATIONAL FILM BOARD OF CANADA (NFB)**

AND

**THE CANADIAN FEDERATION OF MUSICIANS (CFM)**

***REGARDING THE RENEWAL OF THE NFB-CFM SCALE AGREEMENT (2015-2020)***  
***(Extended to April 30, 2026) (“2015-2020 Scale Agreement”)***

1. The parties agree to recommend to their respective principals the following amendments to the 2015-2020 Scale Agreement. Subject to ratification, a renewed 2026-2029 Scale Agreement incorporating all those amendments will come into effect on June 15, 2026.
2. This MOA contains all the amendments to the 2015-2020 Scale Agreement agreed between the parties. All other articles, schedules and appendixes of the 2015-2020 Scale Agreement are renewed, subject to mutually agreed-upon grammatical and numerical updates (i.e. editing changes).
3. For the purposes of this MOA and the following **TABLE OF AMENDMENTS** which forms and integral part of this MOA:
  - Additions and deletions are shown relative to the 2015-2020 Scale Agreement
  - Additions are presented in underlined.
  - Deletions ~~struck through~~.
  - New articles are indicated by the terms "**(NEW ARTICLE)**"
  - “Article” refers to numbering in the 2015-2020 Scale Agreement.
4. Upon ratification, the minimum fees set out in **APPENDIX I** shall be incorporated into and form part of the 2026–2029 NFB-CFM Scale Agreement and shall apply to all services covered thereunder on and after June 15, 2026.

**IN WITNESS THEREOF**, the parties have duly executed this MOA on **May\_\_\_\_, 2026**.

**For the CFM**



Allistair Elliott  
AFM Vice President from Canada/  
Director of Canadian Affairs

**For the NFB**



Julie Patry, Senior Legal Counsel  
Business Affairs and Legal Services  
Head, Artists' Associations Relations

## TABLE OF AMENDEMENTS

ARTICLE	AMENDMENTS TO THE 2015-2020 SCALE AGREEMENT
NEW Letter of understanding- GenAI	<p><b><u>Letter of Understanding (“LOU”) between the CFM and NFB (herein after referenced as “the Parties”) regarding Generative Artificial Intelligence (“GenAI”)</u></b></p>
	<p><u>During negotiations for the 2026-2029 scale agreement (the “Negotiations” and the “Scale Agreement”), the Parties discussed the use of artificial intelligence in NFB productions as it relates to musical performance and the services covered by the Scale Agreement.</u></p>
	<p><b><u>THE PARTIES AGREE TO THE FOLLOWING:</u></b></p>
	<p><b>1. <u>DEFINITION OF GenAI:</u></b></p> <p><u>The Parties acknowledge that definitions of GenAI may vary but agree that the term generally refers to a subset of artificial intelligence that uses models and algorithms to produce new content, such as images, text or music, based on patterns and structures learned from existing data in response to a user’s prompt or request (e.g., ChatGPT4, AIVA). It does not include technologies programmed to perform specific functions, such as Electronic Music Devices (“EMD”), Digital Audio Workstation (“DAW”) and synchronized devices.</u></p>
	<p><u>For clarity, EMDs, DAWs and plugins (e.g. Cubase, Logic, Pro Tools, Ableton Live, FL Studio, etc.) (collectively, the “Devices”) (sometimes referred to as “traditional AI”) are not included in the definition of GenAI. However, when Musician(s) engaged by the NFB use these Devices to produce music, Schedule F, Article 4 and Article 11 of the Scale Agreement will apply.</u></p>
	<p><u>2. The Parties acknowledge the importance of using GenAI responsibly in support of human creativity. Hence, any GenAI use is subject to human oversight, ethical standards, transparency requirements, and strict privacy and legal compliance.</u></p>
	<p><u>The Parties also acknowledge the importance of human contributions in the audiovisual works the NFB produces (author’s films), including Musician(s) engaged by the NFB under this Scale Agreement.</u></p>



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ARTICLE	AMENDMENTS TO THE 2015-2020 SCALE AGREEMENT
<b>NEW Letter of understanding– GenAI (cont’d)</b>	<p><u>3. The Parties acknowledge that GenAI is a tool and does not constitute a person.</u></p>
	<p><b><u>4. USE OF GENAI BY MUSICIAN (s)</u></b></p> <p><u>This LOU applies when a Musician(s) engaged by the NFB wishes to use GenAI to produce music.</u></p>
	<p><u>4.1 When authorized by the NFB, the use of GenAI by Musician(s) must be complementary to actual original music performance using EDMs, DAWs, plug-in’s or recorded musical performance, as the case may be, i.e. not be solely generated by GenAI. Furthermore, before any use of GenAI by the Musician(s), the following steps must be taken.</u></p> <p><u>The terms of Schedule F, Article 4 and Article 11 of the Scale Agreement will apply.</u></p>
	<p><u>4.2 The Parties confirm that the Musician(s) will be required to disclose to the NFB any intended use of GenAI and shall obtain the NFB’s prior written consent before making any such use. The NFB may, in its sole discretion, refuse such use.</u></p>
	<p><u>4.3 In addition, where the proposed use of GenAI involves any musical performance previously contracted under an NFB–CFM scale agreement(s) (“<b>NFB-CFM Content</b>”), the NFB shall, prior to granting consent:</u></p>
	<p>a) <u>Provide notice to the CFM;</u></p> <p>b) <u>Obtain the written and informed consent of the Musician(s) whose work is intended to be used;</u></p> <p>c) <u>The Musician(s) shall be paid an additional fee for such use, which fee shall be no less than the fees set out in Appendix B (New Use). These fees are subject to Pension as per Article 4 and Work dues as per Article 11 of the Scale Agreement.</u></p>
	<p><u>4.4 Notwithstanding the above, the NFB may elect to refuse the use of GenAI without undertaking the process described above.</u></p>
	<p><u>5. During the term of this LOU, the Parties shall meet on an annual basis, or sooner, upon the request of either Party, to discuss the use of GenAI as it pertains to the Scale Agreement.</u></p>

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ARTICLE	AMENDMENTS TO THE 2015-2020 SCALE AGREEMENT
<b>NEW Letter of understanding– GenAI (cont’d)</b>	<p>6. <u>The NFB and the CFM will take appropriate steps to ensure that the production units (with respect to the NFB) and the Musician (s) (with respect to the CFM) are informed of this LOU.</u></p>
	<p>7. <b><u>SUNSET CLAUSE</u></b></p> <p><u>The Parties recognize that this LOU is being negotiated at a time when the use of GenAI is in the process of exploration, experimentation, innovation and developing governance.</u></p> <p><u>Therefore, this LOU is entered for a term of 3 years commencing on June 15, 2026 and shall remain in effect for this term unless the parties mutually agree to renew before its expiry. It is concluded without admission and without creating a precedent.</u></p>
<b>NEW ARTICLE 17</b>	<p><b><u>GRIEVANCE AND ARBITRATION</u></b></p> <p><u>The following procedure will apply in the event that there is a complaint or a difference relating to the interpretation, application, administration or an alleged violation of the Scale Agreement. Any complaint or difference should be discussed, and settled, if possible, at the time of its occurrence together with the CFM National Office and the AFM Local’s authorized representative and the authorized representative of the NFB.</u></p>
	<p><b><u>Step 1</u></b> – <u>Any complaint or difference which cannot be settled as provided above must be put down in writing and filed through the CFM National Office and the AFM Local of jurisdiction, with the NFB within thirty (30) business days after the knowledge of the occurrence giving rise to the grievance. To be considered a grievance, the complaint or difference must indicate the Article(s) of the Scale Agreement allegedly violated, misapplied or misinterpreted and the relief or remedy sought. The NFB will provide a written reply to the grievance within fifteen (15) business days of its receipt. The NFB has the right to file a written grievance with the CFM within thirty (30) business days at Step 2 of the grievance procedure.</u></p>
	<p><b><u>Step 2</u></b> – <u>If the grievance is not considered settled by both parties following the Step 1 reply, the grievance shall, within fifteen (15) business days of the date of the reply, be referred to a grievance meeting with a representative of the NFB and the CFM.</u></p>
<b>[STEP 3 CONTINUED NEXT PAGE]</b>	<p><b><u>Step 3</u></b> - <u>In the event that a grievance is not settled to the satisfaction of both parties as a result of the grievance meeting or by immediate subsequent correspondence delivered not later than fourteen (14) calendar days after the meeting, the matter may be referred to arbitration by either party. Notice of referral to arbitration shall be given within forty-five (45) calendar days following the grievance meeting. Such notice to be provided in writing to the</u></p>

## TABLE OF AMENDEMENTS

ARTICLE	AMENDMENTS TO THE 2015-2020 SCALE AGREEMENT
<b>NEW ARTICLE</b> <b>Grievance and Arbitration – (cont'd)</b>	<u>NFB and to the Office of the AFM Vice President from Canada and copied to the AFM Local.</u>
	<p><b><u>Arbitration:</u></b></p> <p><u>Where the parties have referred to arbitration, the arbitrator selected shall be mutually acceptable. If agreement is not reached on the appointment of an arbitrator within fifteen (15) business days following the notice of referral, the process for the appointment of an arbitrator described in the Status of the Artist Act shall be followed. The arbitrator shall hear and determine grievance and issue a decision, and the decision shall be final and binding upon the parties. The arbitrator is not authorized to make a decision inconsistent with the provisions of this Scale Agreement, or to alter, modify, amend, add or delete any part of the Scale Agreement. The expenses of the arbitrator shall be borne equally by the NFB and the CFM.</u></p> <p><u>Any step in this Article may be extended by mutual agreement, in writing, between the parties.</u></p> <p><b><u>Governing Law:</u></b> <u>This Scale Agreement shall be governed by the laws of Canada.</u></p>
<b>PREAMBLE</b>	<b><u>Note:</u></b> <u>Use of the masculine in this Scale Agreement is generic, and applies to all people, including but not limited to men, women, non-binary, gender non-conforming and LGBTQ2S+ people.</u>
<b>ARTICLE 2 DEFINITION</b>	<b><u>COLLECTION</u></b> <u>A collection consists of several works, linked together by a theme, a director, an author, an aesthetic, etc. Whether capsules, films, vignettes, each element of the collection can be broadcast alone (e.g. <i>The Curve, Hothouse, Les Chroniques du 9e art, La collection des 5 courts</i>). The link that connects the works in a collection must be clearly stated, for example, a partner or approach for the entire project, if there are mentors or accompaniment so that we understand why these works are administered under a single project.</u>
<b>ARTICLE 2 DEFINITION</b>	<b><u>SERIES</u></b> <u>consists of several episodes linked together by narrative or educational thread (e.g. 1 Minute of science SVP), or by a bible (same characters, universe, etc.) (e.g. <i>True North, La liste des choses qui existent</i>).</u>
<b>ARTICLE 2 DEFINITION</b>	<b><u>THEME</u></b> <u>Musical content that may be utilized to brand a production — including any Series or Collection — its sequels, openings, closings, and, in the case of a Series, its individual episodes.</u>
<b>ARTICLE 2 DEFINITION</b>	<b><u>REUSE:</u></b> <u>The use of NFB Content of more than fifteen (15) seconds which is used in subsequent Collections or Series or in a new NFB production or co-production (e.g. Theme at the beginning of a production).</u>

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ARTICLE	AMENDMENTS TO THE 2015-2020 SCALE AGREEMENT
<p><b>ARTICLE 4 PENSION FUND</b></p>	<p>In addition to the musician’s minimum basic fee as provided for in this Scale Agreement, the NFB shall pay twelve-and-one-half percent <del>12%</del> <b>12.5%</b> of such fee for each Musician to the Musicians’ Pension Fund of Canada. This amount is to be paid <del>by direct bank transfer with 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 designated electronic address</del> <u>to the AFM Local which has jurisdiction in the area where the Musician’s engagement takes place. The AFM local or CFM National Office shall forward the pension contributions to the MPF Canada on behalf of the NFB. The CFM takes full responsibility for the proper transfer of these pension contributions and, therefore, the CFM releases the NFB from any obligation or responsibility in this regard.</u></p> <p>Under income tax laws, a person cannot contribute to the Musicians’ Pension Fund of Canada (‘MPFC’) after the end of the calendar year that person reaches 71 years of age. If, for this reason, a Musician cannot receive contributions to the MPFC as of the date of the engagement (as it appears on the contract), the NFB shall then pay the twelve-and-one-half percent (<del>12%</del> <b>12.5%</b>) contribution mentioned above directly to the Musician, on top of their fees. For clarity, this <del>12%</del> <b>12.5%</b> is not subject to work dues; it is paid by the NFB to allow the Musician to invest the contribution in an alternate monetary vehicle of their choice.</p>
<p><b>ARTICLE 6 TEMPORARY MEMBER PERMITS (“TMP”) AND SCHEDULE H</b></p> <p><i>Bullets points are replaced by letters (a)-(h)</i></p>	<p>Musicians who have never been members of the CFM may be engaged under the provisions of this Scale Agreement under the following conditions:</p> <p>This provision will apply to Canadian citizens or permanent residents in Canada. <del>A maximum of three (3) temporary member permits may be issued to any single applicant who must then become a full member of the AFM, in order to be eligible to be engaged pursuant to this Scale Agreement (or for payment of any “new use(s)” under this Scale Agreement or any previous NFB-AFM agreement(s)).</del></p>
	<p><b>(b)</b> <i>[omitted, language remains as is]</i></p> <p><b>(c)</b> <i>[omitted, language remains as is]</i></p>
	<p><b>(d)</b> The Temporary Member Permit of one hundred dollars (\$100.00) per nonmember musician payable to the AFM, is to be deducted from the fees being paid to the permittee and paid directly to the CFM National Office by the NFB. In the event that the permittee joins a Local within one year of the Temporary Member Permit issuance date, and upon presentation of a copy of this Temporary Member Permit to the <b>ACFM</b> Local, the cost of joining the <b>ACFM</b> Local will be reduced by \$65.00.</p> <p><b>(e)</b> <i>[omitted, language remains as is]</i></p>

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<p><b>ARTICLE 6 TEMPORARY MEMBER PERMITS (“TMP”) AND SCHEDULE H - (cont’d)</b></p>	<p><u>(f) When feasible, the NFB shall provide notice to the AFM Local or the CFM National Office as follows:</u></p> <p><u>i) The date of the recording session, at least seven (7) days in advance and the names of the Musician (s) being engaged if known;</u></p> <p><u>ii) The names of the Musician(s) being engaged, at least forty-eight (48) hours before the recording session.</u></p> <p><u>The AFM Local or the CFM National Office shall provide the NFB with Temporary Membership Permit Numbers for all non-member musicians within (48) hours of receipts of such notices.</u></p> <p><u>(g) [omitted, language remains as is]</u></p> <p><u>(h) [omitted, language remains as is]</u></p>
<p><b>ARTICLE 14- DISTRIBUTION RIGHTS</b></p>	<p>Upon payment of the fees set forth herein, the NFB may distribute the audiovisual work worldwide, in perpetuity, in all markets, by all means and, on all media, presently known and that may later be devised.</p> <p>Notwithstanding the conditions set forth by preceding agreements between the CFM and the NFB, when the NFB wishes to distribute an audiovisual work produced prior to this Scale Agreement, the fees which were paid at the time of production entitle the NFB to the distribution rights stated above.</p> <p>It is understood that the distribution rights contained in this paragraph refer to the distribution of a complete audiovisual work only. Any use of an excerpt from a complete audiovisual work shall be in accordance with the terms and conditions within <del>Section</del> <u>Article 7</u> (Television Clips or Fillers) or with prior written agreement with the Vice-President from Canada.</p> <p>However, the NFB shall have the right to extract a portion(s) of the music or audio material from an audiovisual production originally produced or co-produced by the NFB whether the music is synchronized or not with the images of the production (Excerpt(s)), which result in the original new NFB production to be considered produced pursuant to this Scale Agreement, provided the Excerpt(s) is or are used as follows:</p> <ul style="list-style-type: none"> <li>• for distribution/use as a promotional trailer(s) or promotional clip(s);</li> <li>• for non-commercial review purposes;</li> <li>• for use in any award productions;</li> <li>• for use in a new NFB production such as, a production that captures/describes “the making of” and/or “behind the scenes” production activities;</li> <li>• <del>for use in a new NFB production related to the original,</del></li> </ul> <p style="text-align: center;"><b>[ARTICLE 14 CONTINUED NEXT PAGE]</b></p>

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ARTICLE	AMENDMENTS TO THE 2015-2020 SCALE AGREEMENT
<b>ARTICLE 14- DISTRIBUTION RIGHTS- (cont'd)</b>	<ul style="list-style-type: none"> <li>• for the purpose of supporting interviews or comments about specific audiovisual works, filmmakers, artists and/or performers;</li> <li>• <u>reuse of 15 seconds or less of music or audio material in a new NFB production or co-production or subsequent Collections or Series.</u></li> </ul> <p>The use of such Excerpt(s) <u>or Reuse</u> is permitted without any additional payment of fees to the Musician(s) who performed on the original NFB production, provided that the Excerpt(s) used in the new NFB production do not exceed a total length of two (2) minutes <u>or 15 seconds of music or audio material in the case of a Reuse.</u></p> <p>Any other use of music Excerpts <u>or Reuse</u> shall be governed by the terms of <del>Section Article 7</del> or <del>Appendix B</del> <u>SCHEDULE I</u> Regarding New Use and Reuse.</p>
<b>ARTICLE 15</b>	<p><del>This Scale Agreement shall remain in full force and effect for five (5) years from October 1<sup>st</sup>, 2015 and shall continue in force from year to year thereafter unless terminated by either party by notice in writing directed to the other party and delivered or mailed by prepaid registered post prior to the 30<sup>th</sup> day of September in any such year.</del> <u>is entered into for a term of three (3) years commencing on June 15, 2026. It applies to all contracts executed after that date.</u></p> <p><u>Either Party to the Scale Agreement may give notice to the other of its intention to commence negotiations for a new scale agreement within the six (6) months preceding the expiry of the current Scale Agreement.</u></p> <p><u>Upon its expiry, the Scale Agreement shall remain in force until it is renewed or until either party exercises a pressure tactic within the meaning of section 46 of the <i>Status of the Artist Act</i>.</u></p>
<b>SCHEDULE A- HOLIDAYS</b>	<p>All work taking place in whole or in part on Sunday or on any of the following holidays:</p> <ul style="list-style-type: none"> <li>• New Year's Day</li> <li>• Family Day</li> <li>• Good Friday</li> <li>• Easter Monday</li> <li>• Victoria Day</li> <li>• St. Jean de Baptiste</li> <li>• Canada Day</li> <li>• Labour Day</li> <li>• <u>National Day for Truth and Reconciliation</u></li> <li>• Thanksgiving Day</li> <li>• Christmas Day</li> </ul> <p>shall be paid for at double the rates in these Schedules.</p>

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<b>SCHEDULE E – SIDELINE MUSICIANS</b>	<p><b>DEFINITION</b></p> <p><b>Sideline <u>Only</u> Musician</b> – A <u>musician member</u> who is filmed miming a musical instrument <del>but not recording</del>.</p> <p><u>The fees for Sideline Only performance shall not apply when the production falls under UDA’s jurisdiction.</u></p>
	<p><b>Sideline &amp; Record</b> – <u>When the NFB elects to record the instrumental audio of a Sideline Musician’s performance, the Sideline Musician shall Musician(s) may record at be paid the Sideline rate below, plus the prevailing session rates under Schedule A and also act as a Sideline Musician(s) if engaged by the NFB to perform in both categories.</u></p> <p><u>For clarity, the above definition of Sideline &amp; Record and the fees provided herein, apply when a Musician’s performance is recorded, i.e. simultaneous capture of audio and visual.</u></p> <p><i>[All other existing language in Schedule E omitted, language remains as is]</i></p>
<b>SCALE RATES INCREASES</b>	<p>5% on effective date,</p> <p>3%, June 15, 2027 (anniversary date);</p> <p>3%, June 15, 2028 (anniversary date).</p>
<b>Appendix B – New Use renamed as “Schedule I – New Use and Reuse”</b>	<p style="text-align: center;"><b>APPENDIX B- NEW USE</b></p> <p style="text-align: center;"><b><u>SCHEDULE I - NEW USE AND REUSE</u></b></p> <p>The purpose of this Appendix <del>APPENDIX B</del> <b><u>SCHEDULE I</u></b> is to clarify the terms and conditions related to music or audio material (NFB Content) previously created under a AFM or CFM Scale Agreement for a NFB production or co-production, to be reused into a new NFB production or co-production, other than the productions set out in <del>Section</del> <u>Article 7 (Television clips of fillers)</u> and 14 of the Scale Agreement (New Use) and when the New Use of NFB Content is for audio material produced by NFB for commercial exploitation. <u>This Schedule I also provides for the rates and conditions applicable for Reuse of NFB Content as defined herein.</u></p> <p style="text-align: center;"><b>1. <u>NEW USE AND REUSE</u></b></p> <p>It is a basic requirement for any release covered by this <u>Schedule I</u> that the NFB Content in question first be contracted under the NFB/CFM Scale Agreement. Notwithstanding, individual situations shall be subject to prior discussions and agreement between the NFB and the CFM through the office of the AFM <u>Vice President from Canada.</u></p>

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ARTICLE	AMENDMENTS TO THE 2015-2020 SCALE AGREEMENT
	<ul style="list-style-type: none"> <li>• <b><u>Definitions and Scope</u></b></li> </ul> <p><b><u>New Use:</u></b> The use of NFB Content in a new NFB production or co-production not falling under <del>Section</del> <u>Article (Television clips of fillers)</u> or 14 of this Scale Agreement <u>(e.g. New use of an Excerpt exceeding two (2) minutes a total length).</u></p> <p><b><u>Reuse:</u></b> The use of NFB Content of more than fifteen (15) seconds which is used in subsequent Collections or Series or in a new NFB production or co-production (e.g. Theme at the beginning of a production).</p>
	<ul style="list-style-type: none"> <li>• <b><u>Rates and Conditions</u></b></li> </ul> <p>The parties agree that all arrangements detailed below shall be subject to regular review.</p> <p>The New Use of NFB Content or <u>Reuse</u> in a new NFB production or co-production not falling under <del>Section</del> <u>Articles 7</u> or 14 of this Scale Agreement shall be at the rates and conditions set out in Schedule B of this Scale Agreement.</p> <p><u>For clarity, use of NFB Content in episodes comprised in the initial Series or works of the initial Collection does not attract the Reuse fees to the Musician(s) contracted for the initial Series or initial Collection.</u></p> <p><u>However, if there is a subsequent production (internally referred at the NFB as “project”) for a Series or Collection, (which entails a separate NFB “project” number), and the NFB Content exceeds fifteen (15) seconds in length, all Musician(s) initially contracted are entitled to the one Reuse fees for all the episodes or works included in this subsequent project (i.e. one Reuse fee per “season” or “edition”).</u></p>
	<p><del>4.</del> <b><u>2. NFB’s commercial exploitation:</u></b></p> <p>When NFB is producing audio only material for commercial exploitation, the terms and conditions of the AFM Sound Recording Labor Agreement (SRLA) shall apply.</p>
	<p><del>4.</del> <b><u>3. Licensing to a third party:</u></b></p> <p>When the NFB is licensing NFB Content to a third party (Licensee) for New Use in the Licensee’s audio-visual production or any other work, the NFB shall inform the Licensee that such New Use is subject to the authorisations, consents and releases of its rights holders, and that he or she shall obtain required union or guild releases or consents, such as CFM and the consent of all the Musicians performing in said NFB Content. CFM and the Musicians, as the case may be, shall negotiate separately with the Licensee, the terms and conditions of the New Use of such NFB Content.</p> <p><b>[3 – Licensing to a third party CONTINUED NEXT PAGE]</b></p>

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ARTICLE	AMENDMENTS TO THE 2015-2020 SCALE AGREEMENT
	<p>CFM agrees to designate a representative who will be the main contact for the Licensee in order to obtain the CFM/Musician prior authorisation for the NFB Content. The NFB will provide to the Licensee the coordinates of CFM designated representative for the pre-authorisation process. CFM agrees to respond to any enquiry and any authorisation demand from a Licensee within a reasonable delay (not more than 2 working days. Prior to the conclusion of its licence with the Licensee, the NFB shall obtain confirmation from CFM designated representative that the Licensee has communicated with CFM and obtained CFM/Musician prior authorisation for the New Use of the NFB Content. CFM confirmation will be provided by email to the NFB Stock Shot Library representative (NFB Image). The NFB shall not have to keep record of the Licensee's CFM pre-authorisation confirmation. Upon receipt of CFM confirmation, the NFB may proceed with the licensing of the NFB Content to the Licensee without further formalities. No inadvertent failure from the NFB to enforce CFM requirement regarding the authorisation of the New Use of NFB Content by a Licensee shall constitute a breach of the present Scale Agreement, provided the NFB takes reasonable steps to prospectively <del> cure</del> <u>resolve</u> such failure upon notification of such failure by CFM.</p>
<b>HOUSEKEEPING</b>	<ul style="list-style-type: none"> <li>• <b>Appendix A, Contract Form</b> <ul style="list-style-type: none"> <li>○ <i>Amend: AFM/Local ID</i></li> <li>○ <i>Update the wording to reflect that the leader is not responsible for paying the musicians</i></li> <li>○ <i>Delete the reference to "musicians in orchestra"</i></li> <li>○ <i>Attach the LOU on GenAI</i></li> <li>○ <i>Review and update "additional terms and conditions" (for e.g. section 2 re: dispute resolution)</i></li> <li>○ <i>Delete SIN</i></li> </ul> </li> <li>• <b>Appendix B and Schedule B – "New Use"</b> Review layout so users can more easily identify the applicable rates.</li> <li>• <b>SCHEDULE H:</b> <i>Amend TMP form to state SIN Optional, but note that SIN shall be required by the Musicians Pension Fund of Canada.</i></li> <li>• <b>Schedule G,</b> <i>CFM to update Local information and Work Dues rates where applicable.</i></li> <li>• <b>Editing note:</b> <i>Additional items may be added as editing progresses.</i></li> </ul>

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# APPENDIX I

## 2026-2029 NFB-CFM SCALE AGREEMENT - Minimum fees

NFB-CFM SCALE AGREEMENT - New minimum fees effective as of June 15, 2026

Page	Current Agreement Description		June 15, 2026 Increase rounded up/down nearest nickel	June 15, 2027 Increase rounded up/down nearest nickel	June 15, 2028 Increase rounded up/down nearest nickel
12	Schedule A Rates & Conditions	Basic Session	\$377.40	\$388.70	\$400.35
13		Overtime	\$31.50	\$32.45	\$33.40
13		Overtime after midnight	\$47.10	\$48.50	\$49.95
14	Non-recorded Note Rehearsal	Musician (1 hr min)	\$61.80	\$63.65	\$65.55
		Leader (1 hr min)	\$123.60	\$127.30	\$131.10
14		Musician (2 hr min)	\$123.60	\$127.30	\$131.10
		Leader (2 hr min)	\$247.10	\$254.50	\$262.15
14/15	Additional Time	Musician (1/2 hr seg)	\$30.85	\$31.80	\$32.75
		Leader (1/2 hr seg)	\$61.80	\$63.65	\$65.55
17	Schedule B - Article 7 TV clips or fillers	Minimum Fee			
		Musician	\$206.85	\$213.05	\$219.45
17	Non-Recorded Note Rehearsal	Musician (1 hr min)	\$61.80	\$63.65	\$65.55
18		Leader (1 hr min)	\$123.60	\$127.30	\$131.10
18		Musician (2 hr min)	\$123.60	\$127.30	\$131.10
		Leader (2 hr min)	\$247.10	\$254.50	\$262.15
18	Additional Time	Musician (1/2 hr seg)	\$30.85	\$31.80	\$32.75
		Leader (1/2 hr seg)	\$61.80	\$63.65	\$65.55
20	Schedule C Copying	Time Work	\$29.85	\$30.75	\$31.65
21	SCHEDULE OF MINIMUM BASIC FEES FOR COPYING (PER PAGE)				
21	1. Single stave parts, single notation		\$5.05	\$5.20	\$5.35
21	1. Single stave parts, chorded, more than two voices		\$10.60	\$10.90	\$11.25
21	2. Double stave parts: chorded (piano, harp, organ, celeste, etc.)		\$10.60	\$10.90	\$11.25
21	Plus vocal cue		\$13.25	\$13.65	\$14.05
21	3. Rhythm piano parts (chord symbols plus bass line)		\$8.80	\$9.05	\$9.30
21	Plus vocal cue		\$11.40	\$11.75	\$12.10
21	4. Piano – vocal – three (3) stave with single set of lyrics		\$13.40	\$13.80	\$14.20
21	5. Lead sheet (melody plus chord symbols plus one [1] set of lyrics)		\$13.40	\$13.80	\$14.20
21	6. Vocal Parts	a) Single voice line plus one (1) set lyrics	\$10.60	\$10.90	\$11.25
21		b) Group or choir parts with one (1) set lyrics	\$16.80	\$17.30	\$17.80
21		c) Foreign language lyrics (other than French or English) – extra page	\$2.50	\$2.60	\$2.70
21	7. Conductor Parts	a) Conductor's lead sheet single stave with worded cues only	\$14.20	\$14.65	\$15.10
21		b) Conductor, piano-conductor, production – control two (2) or three (3) stave with headline, bass line chord symbols and notated instrumental cues or word cues	\$19.10	\$19.65	\$20.25
21		c) Piano - conductor part - fully chorded with instrument cues and constructed from the score	\$31.30	\$32.25	\$33.20
21	8. Adding lyrics or words (per set, per page)	a) Single stave	\$2.85	\$2.95	\$3.05
21		b) Multiple stave parts	\$2.85	\$2.95	\$3.05
21		c) Foreign language (other than French or English)	\$4.15	\$4.25	\$4.40
21	9. Numbering bars (per page)		\$1.35	\$1.40	\$1.45
21	10. Adding chord symbols :	a) Single stave	\$2.85	\$2.95	\$3.05
21		b) Multiple stave parts	\$1.70	\$1.75	\$1.80
21	12. Time rates for copyists	a) from 9:00 a.m. to midnight (per hour)	\$29.80	\$30.70	\$31.60
21		b) from midnight to 9:00 a.m. (per hour)	\$60.00	\$61.80	\$63.65
21		c) on all holidays listed in Schedule A (per hour)	\$60.00	\$61.80	\$63.65
21	13. Adding symbols (other than chord symbols) for electronic instruments or devices	a) Single stave parts	\$2.85	\$2.95	\$3.05
21		b) Multiple stave parts	\$1.70	\$1.75	\$1.80
22		k) Proofreading	\$29.80	\$30.70	\$31.60
26	SCHEDULE OF MINIMUM BASIC FEES FOR ARRANGING AND ORCHESTRATING				
26	1. For not more than ten (10) parts (per score page):	a) Making an arrangement and orchestrating it	\$26.55	\$27.35	\$28.15
26		b) Orchestrating an arrangement	\$14.90	\$15.35	\$15.80
26	2. For each additional line part or voice in excess of ten (10) parts (per score page).		\$1.35	\$1.40	\$1.45
26	3. For adding parts to a score already orchestrated (per score page, per part)		\$1.85	\$1.90	\$1.95
26	4. For adding piano part (per score page)		\$3.10	\$3.20	\$3.30
26		a) Chord symbols and bassline	\$3.10	\$3.20	\$3.30
26		b) Fully notated	\$13.65	\$14.05	\$14.45
26		c) Taking down a lead and harmonization (chord symbols) produced vocally, instrumentally or by mechanical device, including symbols (single line) (per four [4] bars)	\$7.55	\$7.80	\$8.05
26		d) For scoring a two (2) line piano-conductor part from an orchestral score (per four [4] bars)	\$13.70	\$14.10	\$14.50



# APPENDIX I

## 2026-2029 NFB-CFM SCALE AGREEMENT - Minimum fees

NFB-CFM SCALE AGREEMENT - New minimum fees effective as of June 15, 2026

Page	Current Agreement Description		June 15, 2026 Increase rounded up/down nearest nickel	June 15, 2027 Increase rounded up/down nearest nickel	June 15, 2028 Increase rounded up/down nearest nickel
26		Same, but a three (3) line piano-conductor part (per four [4] bars)	\$18.30	\$18.85	\$19.40
26		e) For scoring for solo, piano, harp, accordion, etc.	\$13.70	\$14.10	\$14.50
26		f) For scoring for choral voices (where they are not part of an instrumental score, (four [4] bar per page, to consist of not more than four (4) voices) and to include piano accompaniment.			
26		i. Chord symbols and bassline (per four [4] bars)	\$13.05	\$13.45	\$13.85
26		ii. For fully notated piano part (per four [4] bars)	\$26.65	\$27.45	\$28.25
26		iii. Each additional voice (per four [4] bars)	\$1.35	\$1.40	\$1.45
26		g) Time rates for arrangers and/or orchestrators to be used only on adjustments, work at rehearsals, alterations, additions and in other situations where page rates are impractical (minimum call for four [4] hours) (per hour)	\$47.65	\$49.10	\$50.55
26	Consultation time over and above the free time provided for in Article 8 j) shall be paid for at the hourly rate of (per hour):		\$73.95	\$76.15	\$78.45
27	Schedule E Sideline Musicians		\$305.35	\$314.50	\$323.95
28	Schedule F EMD, DAW ETC				
28	2. Preproduction		\$108.80	\$112.05	\$115.40
29	4. EMD Tracking Session	a)	\$437.70	\$450.85	\$464.40
30		g) Overtime	\$36.15	\$37.25	\$38.35