

MEMORANDUM OF UNDERSTANDING

The Canadian Federation of Musicians (CFM) and the Ontario Educational Communication Authority (OECA) have successfully concluded negotiations for a successor CFM and OECA Agreement.

The undersigned representatives of the parties do hereby agree:

- i. to the terms of the Memorandum as constituting full and final settlement of all matters under discussion for the renewal of the Agreement between the parties; and
- ii. that this Memorandum consists of the language of the previous agreement;
- iii. that the following amendments take effect upon ratification of the terms of the Memorandum unless specified otherwise in the Memorandum; and
- iv. to unanimously recommend acceptance of this Memorandum to their respective principals.

1. Term: December 1, 2022 to November 30, 2026.

2. General Fee Wage Increase, each December 1, 2009 fee will be increased as follows:

December 1, 2022 - 2%
December 1, 2023 - 2%
December 1, 2024 - 1.5%
December 1, 2025 - 1.5%

3. Exhibit A> K- Definitions: Add Digital Audio Workstation (DAW) definition.

K. Electronic Music Devices (EMD's) and Digital Audio Workstation (DAW):

DEFINITIONS

Electronic Music Device (EMO): an analog, digital or hybrid electronic device that produces or reproduces musical and non-musical sounds. This includes all synthesizers, digital sampling devices, etc., whose sound is generated solely by electronic means.

Digital Audio Workstation (DAW): programmable computer-based software audio recording/production system used to control, capture, edit or manipulate and output the performance of the musical information of EMD's.

4. Exhibit A> K - In all other sections of the Agreement referencing EMO and MIDI, shall now also include references to DAW (see pages 15, 16 & 17).

5. Exhibit A> S: Add (c) new wording:

(c) the non-member will complete the complete the Temporary Membership Permit (Appendix III)

6. Exhibit B:

A (4) If the Authority does not renew rights to broadcast and new media use, license and distribute according to (1) or (2) above, it shall provide a royalty payment offive percent (5%) of gross revenue to TVOntario on each educational broadcast and new media use sale of a program in Canada & the United States.

7. Exhibit B > B. International Markets - Foreign Use:

For educational broadcast and new media use or license distribution outside Canada & the United States the Authority shall provide a royalty payment of five percent (5%) of gross revenue to TVOntario on each educational broadcast and new media use sale of a program.

8. Exhibit B > D. Supplemental Markets > Definitions:

2.b) Pay Television: Exhibition of television programs on a home-type television screen by means of telecast, cable, ~~e-F~~ closed circuit, subscriber video on demand (SVOD), over-the-top (OTT) and electronic sell through (EST) in which the viewing audience pays to receive the program by making a separate payment for such specific programs.

2.c) Free Television: Exhibition of television programs on home-type television screens by means of transmission by a Community Antenna Television System (CATV) or Advertising Video on Demand (AVOD) for which the subscriber pays an obligator general cable charge for the CATV service.

9. Exhibit B > G Payment:

(4) Contract Service Fees: When three or more musicians are engaged to perform as a group, a contract service fee of \$2G\$25 will be paid for the initial contract (original contract) to the Local in whose jurisdiction the engagement takes place.

10. Exhibit D:

Pension Welfare Funds

A. The Authority shall contribute an amount equal to ~~teA~~ twelve percent (12%) [effective December 1, 2007, an amount equal to eleven per cent (11%)] of all earnings of whatever nature covered by this Agreement, computed at scale:

(i.) with respect to services rendered in Canada, to the Musician Pension Fund of Canada, American Federation of Musicians and Employers Pension VVelfare Fund (Canada), created pursuant to agreement and Declaration of Trust, dated April 9, 1962; and

(ii.) with respect to services rendered in the United States, to the American Federation of Musicians and Employers Pension Welfare Fund, created pursuant to Trust Indenture, dated October 2, 1959.

(1) It is understood that under the terms of said trust agreements the employees (in addition to musicians as therein defined) on behalf of whom contributions to the aforesaid funds be made by other employers include the following:

- (a) Full-time employees of the Funds themselves,
- (b) Full-time office and clerical employees of the Federation and any of its affiliated Locals, and,
- (c) Duly elected officers and representatives of the Federation and any of its affiliated Locals.

11. Appendix I Letter of Understanding: Renew with change in the header:

INTERNET AND NEW MEDIA PLATFORM RIGHTS

12. Appendix II Letter of Understanding: New, Add

Generative Artificial Intelligence

At the request of either party to this agreement, representatives shall meet, at a minimum annually, during the term of the agreement to discuss Generative Artificial Intelligence or other replacement technologies as it pertains to and impacts covered work under this agreement.

13. Appendix III Temporary Membership Permit: New, add

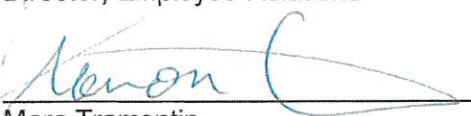
14. Appendix IV Personal Service Contract Blank: New, add

Duly executed in Toronto, Ontario by the parties 8th day of August 2024.

FOR THE OECA:



Diane Pestrin
Director, Employee Relations

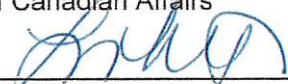


Mara Tramontin
Director, Program Business Management

FOR CFM:



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



Liana White
Executive Director