

AGREEMENT BETWEEN
THE HUMBER COLLEGE INSTITUTE OF TECHNOLOGY AND ADVANCED LEARNING
AND

ALLIANCE OF CANADIAN CINEMA, TELEVISION AND RADIO ARTISTS (ACTRA)

RECITALS:

- A. The Humber College Institute of Technology and Advanced Learning ("Humber") is a Post-Secondary Institution as governed by the *Ontario Colleges of Applied Arts and Technology Act, 2002*.
- B. Alliance of Canadian Cinema, Television of Radio Artists ("ACTRA") is the national union of professional performers working in recorded media in Canada.
- C. This Agreement covers course assignments in the Film and Television Production, Film and Media Production and TV Writing and Producing programs (the "Program").
- D. ACTRA recognizes that Humber students require contact with professional performers to acquire the experience and skills necessary to achieve a diploma, degree and/or training as part of their Program.
- E. ACTRA and Humber (together the "Parties" and each a "Party") further recognize the need to protect the rights of professional performers.

Accordingly, the parties agree to the following:

- (1) Term. For a period of three (3) years from January 1st, 2025 to December 31st, 2027, ACTRA agrees to permit members of ACTRA who voluntarily agree to do so to work in Productions produced by **Humber** for the Program, which may be recorded in any manner by students under the conditions specified hereafter:
 - (a) any Production in which an ACTRA member participates as a Performer shall be restricted to use by **Humber**, for study, critique, workshop purposes, non-commercial showcase screenings for professional and student audiences, including a digital showcase, provided it is password protected, entry of the Production into non-commercial film competition and exchange screenings with other university film departments. Any use or distribution of the Production by any other institution of learning, or use in any form by any other institution, firm, corporation or individual person is prohibited, except as permitted in Article 5: New and Additional Uses;
 - (b) **Humber** shall not use such Production for the purpose of a public showing which is advertised for public use, or use the Production in any commercial manner whatsoever;
 - (c) each recorded Production shall be labeled in a manner to clearly prohibit use of the Production except as noted in (a);
 - (d) all casting notices must state that this is a student Production and identify which school the Producer attends.

(2) Production Standards:

Each Production at **Humber** involving ACTRA members will be treated as a professional ACTRA Independent Production.

The Production shall be governed by the Working Environment as defined in Article A20 of current Independent Production Agreement (IPA) negotiated by ACTRA in effect at the time of production.

- (a) A Performer's workday shall consist of not more than eight hours. Violation of this clause will automatically activate additional worktime, overtime, and penalty provisions of the current IPA low budget agreement in effect (ie. Canadian Independent Production Incentive Program_CIIIP).
- (b) Performer's reasonable out-of-pocket expenses incurred shall be reimbursed by the student Producer(s) or Humber including, without limitation, transportation and wardrobe expenses and meals while at a place of work. Travel arrangements, when necessary, shall be made at the time of booking. In the event that the student Producer(s) fails to fulfil these reimbursement obligations, Humber will ensure the Performer is paid in a timely manner.
- (c) **Humber** or the Student Producer shall provide workers' compensation insurance or equivalent insurance coverage to all eligible Performers. A summary of such coverage shall be provided to the Performer upon the Performer's request to the Producer.
- (d) Performers may have the right to accept other professional employment during the course of production of the picture, having given appropriate notice.
- (e) Performers may be subject to one audition recall following an original audition. Additional recalls are prohibited.

3) Production Information:

The following information will be filed with ACTRA:

- (a) Cast List: the name, phone number and email addresses of the Performers involved including both members and non-members to be sent to ACTRA prior to production.
- (b) Shooting Schedule, prior to production.
- (c) A copy of the script, prior to production.
- (d) Detailed description of any scenes involving nudity, intimacy or sexual violence, stunts or action sequences, scenes involving Minors, or the use of Artificial Intelligence.
- (e) Copy of the Budget, prior to production.
- (f) Signed Contract(s) with all Performers.
- (g) Daily Work Reports signed by the Producer or their designate and each Performer.
- (h) A statement of actual payments (as per Article B1) to Performer during production.

- (i) Remittance Statement will be submitted based on the currently applicable **ACTRA** Collective Agreement.

(4) Considerations:

- (a) Principal Performers will receive a recording of the Production on *DVD* or other acceptable format, including digital, containing the scenes in which they participated.
- (b) All Principal Performers will be listed in all comprehensive publicity issued by **Humber** concerning the film in which they appear.
- (c) Each recorded performance shall include the ACTRA Toronto logo in the end credits and provide written credit to ACTRA in a manner such as the following:

"The Producer acknowledges the cooperation of ACTRA
Toronto in this Production".

(5) New and Additional Uses, including Festival and Streaming Platforms (such as YouTube):

In the event **Humber**, or the copyright owner of the Production seeks to use the Production in any manner other than the use(s) prescribed above, the Production shall be governed by and subject to:

- (a) **Humber** or the copyright owner of the Production shall advise ACTRA in writing and seek ACTRA's approval of any contemplated or proposed new or additional use of the Production prior to any consent or approval by **Humber**, or the copyright owner for such new or additional use;
- (b) the ACTRA member(s) shall have the right of refusal to allow such new or additional use of the Production; Permission will not be unreasonably withheld. Any disagreement will be referred to a Joint Committee composed of equal representation from ACTRA and **Humber**.
- (c) all Performers must be notified in advance and give written permission for use of the Production in Festivals and/or on streaming platforms such as YouTube;
- (d) upon the approval of ACTRA and the member(s) concerned, the Production shall be governed by the requirements of the Independent Production Agreement(s) negotiated by ACTRA in effect at the time of such new or additional use including in respect of the payment and distribution of the required percentage of gross revenue to the Performers;
- (e) ACTRA, in conjunction with the ACTRA Performers' Rights Society (PRS) shall be responsible for determining the percentage of gross revenue payable to Performers for any new or additional uses;
- (f) Should **Humber** or the copyright holder of the film wish to divest itself of the product, they will provide ACTRA with an Assumption Agreement in the form set out in the Independent Production Agreement(s) negotiated by ACTRA in effect at the time of such new or additional use which will transfer all reporting obligations to the new party

as noted in the Assumption Agreement. Only once a fully executed Assumption Agreement has been delivered to ACTRA will **Humber** or the copyright holder of the film be relieved of their ongoing reporting obligations to ACTRA.

Notwithstanding the above, productions that are mock commercials or Public Service Announcements may not be used in any other manner than those described in Article 1(a).

(6) Artificial Intelligence:

The Parties acknowledge that Producers have historically used non-GAI technologies to replicate or alter a Performer's voice and likeness (e.g. CGI, tiling, audio/visual effects) during all stages of Production and may continue to do so. They further acknowledge the importance of human performance to Productions and the potential impact on employment and creativity when a GAI system is used in a manner that would otherwise be performed by a human.

The Parties agree that AI shall not be used to replace a Performer, and that no technology currently known or that may be developed in the future shall be used to circumvent the Provisions of this Agreement or the Independent Production Agreement ("the IPA"). Further, the ethnic origins and/or identity of a Performer, inclusive of accents, shall not be digitally altered. Violations of this Agreement are arbitrable under the general provisions of the IPA, and may include re-editing, removal, or withdrawal of material from distribution channels that are deemed in violation.

- (a) **Consent** – Producers shall notify a Performer of their intent to use Artificial Intelligence to alter or replicate the Performer's voice or likeness in connection with the Production. This notification shall occur at the time of the Audition, but in no case less than forty-eight (48) hours in advance of the Booking, or at the time of the Booking if the Performer is booked less than forty-eight (48) hours in advance. The Producer must further obtain the Performer's consent to use Artificial Intelligence to alter or replicate the Performer's voice or likeness in connection with the Production.

The consent must be clear and conspicuous, and shall be obtained through an addition to the Performer's contract, such as separate rider, that is separately signed or initialed by the Performer, and must include a reasonably specific description of the purpose for and intended use of the GAI technologies in the Production, including script pages and descriptions of the scenes where the GAI technology will be used.

Any consent the Performer granted during their lifetime shall not continue to be valid after death, unless explicitly stated otherwise. In the event the Performer is deceased at the time the student filmmaker seeks consent, the Producer shall obtain the consent of the authorized representative who represents the deceased Performer's exclusive rights as determined by the applicable law.

- (b) **Control** – Producers agree not to utilize any portion of the recording or performance of the Performer for purposes other than those specified in the initial consent between the Parties, including but not limited to, the creation of digital likeness/voices/replicas, or for machine learning (collectively AI or GAI technology).

The Producer further agrees not to sell or transfer ownership of all or part of any recordings or performance of the Performer to any third party without the Performer's knowledge or consent. Producer shall take commercially reasonable steps to ensure the security of a

Performer's data to prevent the unauthorized access, disclosure, theft or use of the Performer's voice, likeness or performance. In the event the Producer learns of any violation to this section, the Producer will promptly notify the affected Performer. The Producer shall not store any usable copies of digital replicas or data sets longer than is reasonable and these copies must be deleted upon written request by the Performer upon completion of the Production.

- (c) **Nudity** – All use of Artificial Intelligence involving nudity or intimacy shall be governed by section A24 of the IPA.
- (d) **Minors** – When the Producer requires a Minor to provide their services for the creation of a digital replica, the Minor shall not be asked to disrobe or appear in their undergarments or similar attire for such creation. For a Performer who is a Minor during the use of Artificial Intelligence, the Producer must obtain written consent for the creation and/or use of a Minor's digital replica and such consent shall be signed and initialed by the Minor's parent/guardian.

(7) General

- (a) **Privacy.** The Parties shall comply with all privacy legislation which is now, or at any time become applicable to the Parties, including the *Freedom of Information and Protection of Privacy Act* (Ontario) ("FIPPA"). ACTRA acknowledges that all records that are collected, created, used, disclosed, and disposed of by the parties under this Agreement are subject to the provisions of FIPPA.
- (b) **Public Announcements.** No Party shall make any public statement or issue any press release concerning this Agreement except as agreed by the Parties acting reasonably or as may be necessary, in the opinion of counsel to the Party making that disclosure, to comply with the requirements of all applicable law. If any public statement or release is so required, the Party making the disclosure shall consult with the other Parties before making that statement or release, and the Parties shall use all reasonable efforts, acting in good faith, to agree on a text for the statement or release that is satisfactory to the Parties.
- (c) **Indemnification.** Both Parties hereby indemnify and save harmless the other Party, and its governors, officers, employees, agents and other representatives, from all liability, all manner of actions, causes of actions, suits, claims, demands and costs whatsoever arising from the actions of the other Party, and its governors, officers, employees, agents and other representatives, in connection with this Agreement. Neither Party shall be liable to the other for any special, incidental, exemplary, punitive or consequential loss or damages, even if a Party has advised of the possibility of such loss or damage in advance.
- (d) **Relationship Between the Parties.** The Parties hereto agree that no term herein shall be construed or interpreted to create a partnership, joint venture or other relationship between the Parties other than as independent contractors as provided herein.
- (e) **Expenses.** The Parties hereto agree that there shall be no remuneration, costs or expenses paid by one Party to the other hereunder, save and except those expressly disclosed in the Agreement.
- (f) **Amendment.** This Agreement may be supplemented, amended, restated or replaced only by written agreement signed by each Party.
- (g) **Waiver of Rights.** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement is effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under

this Agreement operates as a waiver of that right. No single or partial exercise of any such right precludes any other or further exercise of that right or the exercise of any other right.

- (h) **Governing Law.** This Agreement and any dispute arising from or in relation to this Agreement are governed by, and interpreted and enforced in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that province, excluding the choice of law rules of that province.
- (i) **Notice.** Any notice to be given or made hereunder either by ACTRA to Humber or by Humber to ACTRA shall be in writing and shall be given by personal delivery or by registered, pre-paid post mailed, return receipt requested, to the following addresses, unless a party otherwise advises:

To ACTRA Toronto:

625 Church Street

Suite 200

Attention: Gail Hauptert, Director of Contracts & Production

Email: ghauptert@actratoronto.com

To Humber:

The Humber College Institute of Technology and Advanced Learning

205 Humber College Blvd.

Toronto, ON M9W 5L7


Attention: Chief Legal, Risk and Privacy Officer

Email: legal.office@humber.ca

- (j) **Assignment.** Neither Party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement to any person without the prior written consent of the other Party.
- (k) **Successors.** This Agreement is binding on, and enures to the benefit of, the Parties and their successors and permitted assigns.
- (l) **Further Assurances.** Each Party shall promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and matters in connection with this Agreement that any other Party may reasonably require, for the purposes of giving effect to this Agreement.
- (m) **Severability.** If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, that provision will, as to that jurisdiction, be ineffective only to the extent of that restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement, without affecting the validity or enforceability of that provision in any other jurisdiction and, if applicable, without affecting its application to the other Parties or circumstances.
- (n) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed counterpart of this Agreement transmitted electronically in legible form, including without limitation in a tagged image format file (TIFF) or portable document format (PDF), shall be equally effective as delivery of a manually executed counterpart of this Agreement.

On Behalf Of:

THE HUMBER COLLEGE INSTITUTE OF TECHNOLOGY AND ADVANCED LEARNING




(Signature)

Dr. Gina Antonacci

(Print Name)

09/12/2025

(MM/DD/YYYY)



(Signature)

Christopher Parkes

(Print Name)

09/12/2025

(MM/DD/YYYY)

ACTRA TORONTO



(Signature)

Gail Hauptert

(Print Name)

September 15, 2025

(MM/DD/YYYY)