



Directors Guild of Canada

Director's Membership Application



DIRECTORS GUILD OF CANADA
LA GUILDE CANADIENNE DES RÉALISATEURS

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Inside Front Cover

DGC VISION STATEMENT

The DGC exists as the collective voice of the industry.

The DGC takes action at three levels:

The DGC supports and facilitates member employment opportunities and represents member interests with regard to both the immediate work environments and future concerns as a labour force.

The DGC substantially expands the creative opportunities and potential of its current and growing membership. The DGC's logistical infrastructure provides comprehensive training and development mechanisms within the context of emerging technologies. These cultivate a high level of professionalism and promote a spirit of collaboration in an extended creative community.

The DGC is a visionary leader and partner in the development of the international Canadian film and television industry at a policy and professional level. This evolving and multifaceted Canadian film industry will be vibrant, confident and world-recognized for excellence in storytelling from a unique perspective.



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Definitions

- CBC – Canadian Broadcasting Corporation.
- CFC – Canadian Film Centre Feature Film Project.
- Guild or DGC – the Directors Guild of Canada or La Guilde Canadienne Des Réalisateur, a national corporate body.
- NFB – National Film Board of Canada.
- Shoot Day – the period of time during which photography of the motion picture takes place.
- Picture Post Production Period – the period of time commencing on the first day of post production of the motion picture and continuing until delivery of the fine cut of the motion picture.
- Post Production Period – the period of time commencing on the first day of post production of the motion picture and continuing until completion of the mix of the motion picture.
- Second Unit Production Period – the period of time and processes which include second unit pre-production and second unit photography of the motion picture.
- Sound Post Production Period – the period of time commencing with delivery of the fine cut of the motion picture and continuing until completion of the mix of the motion picture.
- NEB – National Executive Board
- M&T – National Membership and Training Committee

JOINING THE DIRECTORS GUILD OF CANADA

OVERVIEW

The DIRECTORS GUILD OF CANADA (DGC) is a national labour organization representing key creative and logistical personnel in the film and television industry. In 1962, the Guild began as an association of creative film directors and expanded into all areas of Canadian film and television production, design and editing.

A primary mandate of the Guild is to promote and advance the quality and vitality of Canadian feature film and television production. The Guild promotes its members nationally and internationally, lobbies on issues critical to its membership, negotiates improved working conditions, provides professional development opportunities for members to upgrade skills, and provides members with a comprehensive health and dental plan and a group RSP plan.

You may join the DGC in any job category for which you qualify and that is represented through your district council. The DGC is a national organization and you may work anywhere in Canada. What may differ, to some extent, is which Guild job categories are covered by the specific collective agreement in effect in each district. The chart entitled "Job Category Representation in Each District Council" will help you determine whether or not the category for which you are applying is covered by the collective agreement in your district.

Application Process

There is a process that membership applications go through before an applicant is officially considered a member of the Directors Guild of Canada. First, your application will be reviewed at the District Council level to ensure that it is complete, the appropriate requirements are satisfied and qualifications are met. If the District Council formally endorses the application, then the application is sent to the National Office for processing. Your membership application must be complete when you submit it to your District Council (see checklist on pg 9). An incomplete application will be returned to you to be satisfactorily completed.

Following the District Council review, your application will be forwarded to the National Office where, if everything is complete and satisfies the criteria you will be given a membership ID number and formally recognized by the Membership and Training Committee.

Please note that some of the benefits of membership (e.g. health plan) will not start until you officially become a member of the DGC.

Please contact your District Council if you have any questions about the application process, or if you believe that you have special circumstances that would affect your application.

Job Classifications, Descriptions and Qualifications for Membership

Qualification for membership to the DGC is determined by the number of minutes* the applicant has worked.

You must provide proof of minutes worked by submitting ONE of the following:

- copies of all pay stubs from each production, call sheets or production reports, or;
- a director Credit Form signed by the appropriate department head, production manager, or production executive for each production listed on the form, or;
- a letter verifying employment from the appropriate department head, production manager, or production executive for each production listed on on the Credit Form.

All credits will be considered including:

- All DGC signatory productions
- CBC productions
- NFB productions
- Foreign credits
- Any non-signatory production generally recognized for professional quality.

Non-signatory productions granted dispensation by the Guild may be credited towards membership, including experience in commercials or in music videos. The District Council or National Membership and Training Committee (M&T) may in its discretion grant credit for a production from the USA or overseas, or any non-signatory production generally recognized for professional quality. Applicants are required to identify all productions on the application form with appropriate references.

DIRECTOR DEPARTMENT

To be considered for membership, candidates must have accumulated a minimum of 180 minutes of screen time in this category in at least two separate productions and/or have successfully completed the mandatory training program through the relevant District Council (where applicable).

DIRECTOR (DIR): Directs the production of a motion picture as the term "direct" is commonly used and understood in the motion picture industry and whatever is seen and heard in the finished product. The terms "director" and "directing" include all related functions and activities required for translating and transferring the script, premise and idea to the audio-visual images.

The DIR's total function is unique and requires his/her participation in all creative phases of the motion picture-making process, including but not limited to all creative aspects of sound and picture. The DIR works directly with all the creative elements of the motion picture and participates in moulding and integrating them into one cohesive dramatic and aesthetic whole.

The duties which the Producer may assign to the DIR include but are not limited to the coordination of, or participation in, the following:

- (a) Surveying and approving all locations and their use as they pertain to the directorial concept and need to the extent not already approved at the time of the Director's engagement
- (b) Planning and breaking down the shooting script
- (c) Plotting the camera angle and composition within the frame
- (d) Determining the requirements of the set, costumes, make-up, props, etc., for their proper directorial perspective and mechanical functioning
- (e) Casting all performers
- (f) Rehearsing actors and any of the visual and audio devices necessary for the completion of the production
- (g) Directing the action of all performers
- (h) Directing the dialogue as well as pre-recording and post-recording dialogue
- (i) Supervising the duties of the entire crew during the rehearsal and shooting periods
- (j) Making the necessary script changes, within his/her jurisdiction, for the proper audio-visual presentation of the production
- (k) Making the "first cut" or "Director's Cut" as this terminology is commonly used and understood in the motion picture industry. The Director shall participate in considerations about the utilization of trick shots, process plates, inserts, montages, miniatures, transparencies, background, stock material, optical devices, and glass and matte shots.

SECOND UNIT DIRECTOR (2UD): Directs second unit photography as this term is used and commonly understood in the motion picture industry. A 2UD works under the supervision of the DIR and the Producer.

To be considered for membership or upgrade, a candidate must have worked in this category for a minimum of 75 days in second unit production period.

DGC APPLICATION FORMS – NEW MEMBERS

Complete and sign ALL the following forms.

Include all required documentation (see checklist on page 9) and your certified cheque or money order.

Submit completed application forms to your local District Council. International applicants submit to the National Office (addresses on back cover).



REVIEW FOR ADMISSION

NOTE: To be used for all new Director applicants to the Guild

Applicant Name:

(please print)

Last

First

Middle

Category:

SPACES BELOW FOR OFFICE USE ONLY

DEPARTMENT AUTHORIZATION

Name:

Date:

Signature:

Approved

DENIED

Comments:

DISTRICT COUNCIL MEMBERSHIP AUTHORIZATION

Name:

Date:

Signature:

Approved

DENIED

Comments:

M&T APPROVAL

APPLICANT HAS SUPPLIED:

Complete Credit Form with correct number of credits: Yes No

District Council approval: Yes No

If no, explain:

Application approved:

Yes No

Date:

If no, explain

Approved by:

SIGNATURE

Application Checklist

Use this checklist to ensure you have included the following in your application. It is your responsibility to supply pay stubs, call-sheets, etc.

New Member Dues

Applicants must pay New Member Dues when they apply to the DGC. Full payment, by certified cheque or money order, must accompany each application. Pro-rated annual dues must then be paid in full within thirty (30) days after the date of admission to membership. The amount charged for membership dues is determined by and voted on by members at the National Annual General Meeting. Your District Council will provide you with the current rate for new membership dues and also provide you with the annual membership dues amount that you will be invoiced for on a pro-rated basis.

Application Form

The application includes 4 forms:

1. Membership Application Form (signature required)
2. Credit Form
3. District Council Application/Authorization of Collective Bargaining Agent by provincial law (signature required)
4. Consent, Authorization and Release Form (signature required)

Be sure you and your sponsors, where necessary, sign and date all forms in your application.

Credit Form

List only the credits you have acquired in the category of application and attach verification. It is the responsibility of the applicant and their sponsors to accurately report and verify qualifications for application and upgrade. Your work category will be determined by your work experience.

Sponsorship Signatures

Applicants require sponsors' signatures on the application form from two active full members in good standing, with at least one sponsor from the category in which they are seeking membership or higher.

Sponsorship Letters (if requested)

Applicants who do not meet the set criteria, but may be eligible under the special merit provision, will require two signed letters of reference from active full members in good standing, with at least one sponsor from the category in which they are seeking membership, or higher.

Full and Comprehensive CV (curriculum vitae) for DRCC Residual Collections

Also please indicate the contract under which you worked for each production (e.g. DGC, DGA, or other).

Proof of Canadian citizenship or Canadian permanent residence

Include a photocopy of your proof from the following list: birth certificate/Quebec baptismal certificate, passport, citizenship documents, Certificate of Indian Status, Canadian Immigration Record of Landing or Permanent Residence Card.

Applicable Retirement Savings Plan Enrolment Form

All applicants must complete an enrolment form into the appropriate RSP plan. Contact the National Office at 1-888-972-0098 or RSP@dgc.ca to obtain the forms. NOTE: your application will not be processed without the completion of this step.

Directors Rights Collective of Canada Membership Agreement

As a Director, you must complete this separate form and include it with your application.

MEMBERSHIP APPLICATION FORM

Name:

(please print)

Last

First

Middle

Mailing Address:

City:

Province:

Postal Code:

Home Ph: ()

Work Ph: ()

Cell Ph: ()

Pager: ()

Home Fax: ()

Work Fax: ()

Company Name (if incorporated):

Email Address:

Social Insurance Number:

Preferred Language of Correspondence: English French

Agent Information:

Union Affiliations:

District Council:

Job Category:

Date completed DGC Training Program (if applicable):

You are a: Canadian Citizen OR Permanent Resident (provide documentation)

Have you ever been a member of the DGC? No Yes If so, when?

SPONSORS: Signatures from two Full Members in Active Good Standing, one of whom is in the same department as the applicant, the other in a category equal to or higher than the applicant category. If requested, also include sponsorship letters:

1. Name:

Category:

Signature:

2. Name:

Category:

Signature:

THE UNDERSIGNED HEREBY AGREES:

- (a) to pay to the DGC or the appropriate District Council all required dues, new member dues, assessments, carrying charges, interest charges, administrative fees, fines (in the nature of civil debts) or other amounts assessed by any hearings committee, and any other payment authorized by the DGC or appropriate District Council; and
- (b) to be bound by the DGC Constitution, any applicable Council Constitution, all DGC or Council resolutions, the decision of any DGC or applicable Council Hearings Committee, any applicable collective agreement or Guild Basic Agreement, and any other agreement to which the DGC or the applicable Council is a party including but not limited to the reciprocal agreements or any other association, society, organization, union or labour organization, and any applicable agreement with a collecting society or an organization seeking to protect artists' rights.

Full payment of New Member Dues or indebtedness must accompany this application. Prorated Annual Dues must be paid in full within thirty (30) days after the date of admission to membership.

ENCLOSED IS MY CERTIFIED CHEQUE OR MONEY ORDER FOR \$ _____

DATE:

SIGNATURE:

Please detach and return to the DGC

DIRECTOR CREDIT FORM

Must be completed by applicant. Staff will NOT transfer resumé contents to credit form

Job Category Applying For: _____ Applicant's Name: _____

Please list all credits you have acquired for the category in which you are applying, for which you have worked the minimum minutes required of the prep/shoot/production/post period, (refer to Qualifications for Membership & Upgrades for the appropriate minutes for your category). All DGC signatory productions, CBC productions, NFB productions and non-signatory productions granted dispensation by the Guild will be counted as credits. The District Council or National Membership and Training Committee (M&T) may in its discretion grant credit for a production from the U.S.A. or overseas, or any non-signatory production generally recognized for professional quality. Proof of minutes/experience MUST be supplied by submitting copies of all pay stubs from each production or call sheets or production reports, OR by providing a letter verifying employment from the appropriate department head, production manager, or production executive for each production listed on the Credit Form.

PRODUCTION TITLE	YEAR	TYPE OF PRODUCTION	SCREEN TIME	JOB TITLE ON PRODUCTION	VERIFICATION <small>(signatures required if pay-stubs not included)</small>
					<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> _____ Verifier's Name </div> <div style="width: 45%;"> _____ Signature </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 45%;"> _____ Title </div> <div style="width: 45%;"> _____ Date </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 45%;"> _____ Verifier's Name </div> <div style="width: 45%;"> _____ Signature </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 45%;"> _____ Title </div> <div style="width: 45%;"> _____ Date </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 45%;"> _____ Verifier's Name </div> <div style="width: 45%;"> _____ Signature </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 45%;"> _____ Title </div> <div style="width: 45%;"> _____ Date </div> </div>
TOTAL SCREEN TIME:				= TOTAL:	

**APPLICATION FOR
DISTRICT
COUNCIL
MEMBERSHIP
AND
AUTHORIZATION
OF COLLECTIVE
BARGAINING
AGENT BY
PROVINCIAL LAW**

Please indicate the District Council to which you are applying:

- British Columbia** (includes Yukon) **Alberta** (includes NWT) **Saskatchewan**
 Manitoba **Ontario** (includes Nunavut) **Quebec** (see page 13)
 Atlantic Region (includes NS, NB, PEI, Et Newfoundland)

Of my own free will, I authorize the Directors Guild of Canada, _____
(print District Council name)

District Council, (the "Guild") to act as my collective bargaining agent in all matters of wages, hours and other conditions of employment with any present or future employer on all present and future productions.

I hereby also apply for membership in the Guild. In applying for membership, I understand that the Guild intends to act as my exclusive bargaining agent and to represent me in collective bargaining with any present or future employer on all present and future productions. I also understand that this authorization may be used by the Guild to obtain recognition from my present or future employer on all present and future productions without certification.

In consideration of my admission to membership in the Guild, I hereby agree:

- (a) to pay to the District Council all required dues, assessments, carrying charges, interest charges, administrative fees, fines (in the nature of civil debts) assessed by any Hearings Committee and any other payment authorized by the Guild; and,
- (b) to be bound by the District Council Constitution and By-Laws, all District Council resolutions, the decision of any District Council Hearings Committee, any applicable District Council Collective Agreement and any other agreement to which the Guild is a party;
- (c) that I shall automatically be admitted to the District Council named above; and,
- (d) if I transfer to another District Council, the new District Council shall, from that time on, act as my collective bargaining agent.

This authorization is non-expiring, binding and valid until such time as I revoke it in writing.

Name:

(please print) Last First Middle

Job Category:

Date:

Signature:

(in ink)

Witness:

(in ink)

Please detach and return to the DGC

**QUEBEC DISTRICT
COUNCIL
MEMBERSHIP
APPLICATION
FORM**

**MUST BE COMPLETED
BY QUEBEC
APPLICANTS**

**QUEBEC DISTRICT COUNCIL (QDC)
DIRECTORS GUILD OF CANADA**
4200 boulevard St-Laurent, Suite 708, Montreal, QC H2W 2R7
Tel: (514) 844-4084 / Fax: (514) 844-1067

Name: _____
(please print) Last First Middle

Address: _____

City: _____ Province: _____ Postal Code: _____

Social Insurance Number: _____

Home Ph: () Work Ph: () Cell Ph: ()

Pager: () Home Fax: () Work Fax: ()

Email Address/Web Site: _____

Agent: _____

Agent Phone: () Agent Fax: ()

Job Category:

In consideration of my admission to membership in the QDC, I hereby agree:

- (a) to pay to the QDC all required dues, assessments, carrying charges, interest charges, administrative fees, fines (in the nature of civil debts) assessed by any Hearings Committee and any other payment authorized by the QDC, and
- (b) to be bound by the QDC Constitution, all QDC resolutions, the decision of any QDC Hearings Committee, any applicable QDC Guild Basic Agreement and any other agreement to which the QDC is a party.

Date: _____ Signature: _____
(in ink)

Witness: _____
(in ink)

CONSENT, AUTHORIZATION AND RELEASE FORM WITH RESPECT TO THE GATHERING OF PERSONAL INFORMATION

DGC PURPOSES FOR COLLECTING AND USING PERSONAL INFORMATION:

- Posting availability lists for industry employers and website
- Publication of Member directory for industry employers and website
- Provision of information on membership status for employment and membership purposes
- Consider applications and upgrades for membership
- Advise you of training opportunities
- Consider and process complaints filed under the DGC Constitution
- Administration of the DGC Awards and jury process
- Conduct of voting by members for such purposes as Awards, Constitutional amendments, referendums and ratifications

I understand that it is a necessary feature of DGC membership that certain personal information be subject to limited use and disclosure as described above. In some circumstances, I may choose to limit the use and disclosure of my personal information, and I have indicated those exclusions below

EXCLUSIONS

[If you tick a box, that piece of personal information will not be used for the purpose indicated]:

Type of information collected	Availability Lists	Member Directory	Applications and Upgrades
Name	N/A	N/A	N/A
Home Address	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Home Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fax	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Email	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Agent Contact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Guild Category	N/A	N/A	N/A
Credits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BENEFIT PLANS: PURPOSES FOR COLLECTING AND USING PERSONAL INFORMATION

Membership in the DGC includes participation in the DGC Health and Welfare Plan and DGC Group RSP (the "Plans"). By signing this Membership Application form you give your consent for us to obtain, verify, and share your personal information for the purposes of establishing and administering your participation in those Plans, now and in the future, with the employees and agents of the DGC who provide services in respect of the Plans, the administrators of the Plans including the Trustees of the Health and Welfare Plan, advisors to the Plans, and service providers to the Plans, including any of their employees and agents. You also authorize any person that we contact to provide such information. Further, you authorize us to use your social insurance number to uniquely identify you in the collection of information for, and in the administration of your participation in the Plans, including tax administration.

You may withdraw your consent for us to use your SIN for non-tax administration purposes only. You may not withdraw your consent for us to collect, use, retain or share personal information that we need to issue or administer your account unless federal or provincial laws give you this right.

(continued on page 15)

CONSENT, AUTHORIZATION AND RELEASE FORM WITH RESPECT TO THE GATHERING OF PERSONAL INFORMATION

(CONTINUED
FROM PAGE 14)

Consent and Release

1. Unless explicitly exempted above, I hereby consent to the collection of personal information I have provided on the Membership Application Forms and authorize the DGC (the National Office, the applicable District Councils, the members of the RSP Committee and the Trustees of the Health & Welfare Plan, herein collectively referred to as the "DGC") to publish, disclose, distribute, and circulate any or all of the information provided, as shown in the records of the DGC, to its employees and staff, and their professional advisors, including any Insurance Company or third party administrator, producers, employers, payroll companies, other DGC members and the public, solely for the purposes identified above and as required by law.
2. I acknowledge that, to the extent that I have opted not to consent to the use and disclosure of certain personal information, the DGC will be prohibited from using and disclosing this information as indicated, which could affect my interests. In particular, without limiting the generality of the foregoing, it could affect my ability to obtain work in the industry and, in the case of the Plans, could affect the DGC's ability to determine eligibility for benefits, could result in the denial of a claim, and/or my participation in the Plans.
3. I recognize and acknowledge that I am solely responsible for advising the DGC in writing of any changes to, or inaccuracies in that information.
4. In consideration of my admission to membership, I hereby release and forever discharge the DGC, its elected officers, employees, suppliers and agents from any claim whatsoever for damages or otherwise in any way relating to the collection, publication, distribution, circulation, amendment and updating of that information, or any errors or omissions relating thereto, provided that the DGC has acted in good faith with respect to that information.
5. I understand that I may modify, change or withdraw my consent to disclose any of my personal information as indicated if I do so in writing to the DGC.

You may obtain further information on the DGC's Privacy Policy which is posted on the DGC website at www.dgc.ca or if you wish to modify your consent as indicated in this form, you may contact us by phoning 1-888-972-0098 or by writing to the privacy officer at the DGC National Office.

Date: _____

Name: _____

Signature: _____
(in ink)

Witness: _____
(in ink)

Please detach and return to the DGC

DGC APPLICATION FORMS – UPGRADE/CATEGORY ADDITIONS

Complete and sign ALL the following forms.

Submit completed application forms to your local District Council. International applicants submit to the National Office (addresses on back cover).



Upgrades

Once you have gained work experience as a director, you may initiate an upgrade. Refer to Qualifications for Membership and Job Classifications for additional information. Upgrades are reviewed in the same manner as applications. You are not restricted to work only within your job category. If you work in a higher category, and have exceeded the requirements to upgrade to that category the District Council may initiate an automatic upgrade for you. Work credits are assessed by other members. Membership staff may assist in determining your eligibility.

To qualify for an upgrade, a candidate must have directed a minimum of 180 minutes (screentime) as a director on DGC signed or sanctioned productions. A body of work must include at least two separate productions. Applications for upgrade must be obtained through your relevant District Council. All DGC signatory productions, CBC productions, NFB productions, foreign credits, and non-signatory productions granted dispensation by the Guild, including experience in commercials or in music videos, will be credited towards an upgrade.

DRCC APPLICATION FORMS – NEW MEMBERS

The Directors Rights Collective of Canada serves DGC director members as well as all other Canadian audiovisual directors of English language productions with a claim to foreign levies, including features, television series, MOWs, documentaries, shorts, and animation. As a DGC director member you automatically become a member of the DRCC. In 2007 alone the DRCC disbursed more than half a million dollars in residual payments to its members.

Complete and sign ALL the following forms.

Include all required documentation.

Submit completed application forms to your local District Council. International applicants submit to the National Office (addresses on back cover).



Directors Rights Collective of Canada – for all Canadian Directors

The Directors Rights Collective of Canada (DRCC) is a non-profit corporation, established in late 1998 with a mandate to collect, administer and distribute, on a collective basis, royalties and levies to which film and television directors are entitled under the national copyright legislation of certain countries in Europe and elsewhere. It was incorporated by Letters Patent as a non-share capital corporation under Part II of the Canada Corporation Act pursuant to an application by individual members of the Directors Guild of Canada (DGC) and others.

The DRCC seeks to establish entitlement to, collect and distribute, on behalf of its members, royalty and levy payments arising from secondary uses made abroad of DRCC members' audiovisual works. Certain royalties and levies, or "equitable remuneration" are mandated by copyright legislation within certain countries abroad. The claim for entitlement to remuneration arises in respect of:

- (1) Private copying of audiovisual works (the blank tape levy)
- (2) Equitable remuneration for rental of videocassettes; and
- (3) Cable retransmission of broadcast signals;

and is based on the principal director's status as an "author" of an audiovisual work under the national legislation of applicable countries. Under international copyright treaty law, member states must extend "national treatment" to foreign right-holders; that is to say, foreign authors must receive the same treatment under each member state's national copyright law as is given to national authors. The DRCC believes that on that basis entitlements granted to national audiovisual authors, including the principal director, should extend to Canadian directors as well.

Rights and entitlements to secondary use payments vary considerably from country to country and in each jurisdiction differing considerations will apply.

Legislation provides for equitable remuneration in respect of private copying (a "blank tape levy"), which is generally speaking divided between and payable through collecting societies to audiovisual authors (under continental laws, generally screenwriters and directors), producers and performers. All member states in the EU and elsewhere now have or are in the process of setting up an entitlement to equitable remuneration for the rental of audiovisual works, which take a variety of forms and may result in levies in some cases.

The private copying levy is intended to compensate rightsholders in audiovisual works for the home taping by consumers of these works off-air or from rented videotapes. The right to equitable remuneration (royalties) from rental serves much the same purpose. Retransmission royalties are to compensate for the reuse by cable retransmission of audiovisual works originally aired by broadcast signal.

These uses are considered "secondary" in contrast to "primary" rights of exploitation such as theatrical and television broadcast rights.

Generally speaking, such levies are collected for all authors, national and foreign, by domestic collecting societies within that country. Levies collected in respect of audiovisual works of foreign authors are then remitted, pursuant to reciprocal agreements, to various foreign collecting societies (such as the DRCC) representing their own nationals. The DRCC has been incorporated to represent Canadian directors (and other categories within the Directors Guild of Canada if any rights entitlements

are established) so as to collect secondary use payments attributed to them. It is not possible for individual directors to collect these payments directly; collecting societies abroad seek the assurance of dealing with a collecting society representing the foreign directors collectively.

By joining the DRCC, you will permit the DRCC to collect any equitable remuneration which may be owing to you from foreign secondary uses of works on which you were the principal director.

The DRCC represents Canadian directors, whether DGC members or not, having directed English language productions who may be entitled to rights as audiovisual authors under foreign legislation. Successor membership is open to the heir, executor, administrator, trustee or legal representative of the estate of a deceased person who would otherwise have been eligible for ordinary membership. Successor members are entitled to all the rights and privileges and are subject to the same obligations, as an ordinary member.

Acceptance as a member is conditional upon approval by the Board of Directors of the DRCC. All applications are subject to the Articles and By-laws of the DRCC.

Directors Rights Collective of Canada (“DRCC”) Membership Agreement

Definitions:

1.1 “Agreement” includes Application form and Credit Sheet;

“Audiovisual Rights” means any rights in respect of copyright, rights of equitable remuneration and rights arising due to authorship in an Audiovisual Work, whether such rights now exist in whole or in part or are hereafter acquired, excluding any rights administered under any collective agreement or other industry-wide agreement, such as a Guild Basic Agreement;

“Audiovisual Work” means a work consisting of a series of related images, whether or not accompanied by sound, whether or not incorporating other elements, produced by whatever method and upon whatever medium, which is intended to be perceived, reproduced or communicated by means of a device;

“DGC” means the Directors Guild of Canada;

“Remuneration” has the meaning ascribed thereto in Article 2.1(a)

“Rightsholder” means a person entitled to Audiovisual Rights.

Grants of Rights: Collection

2.1 The undersigned as a rightsholder (the “Rightsholder”) grants the DRCC the power and authority to administer, on the Rightsholders’ behalf, the Audiovisual Rights of the Rightsholder, including the authority to

(a) collect, allocate and distribute secondary use payments, fees, royalties, levies and other remuneration or payments (“Remuneration”) which the DRCC believes may be due to the Rightsholder in respect of the Rightsholder’s Audiovisual Rights throughout the world;

(b) to exercise on behalf of the Rightsholder legal rights and remedies in relation to the use of the Rightsholder’s Audiovisual Rights.

2.2 Audiovisual Rights include, but are not limited to, rights in respect of private copying, rental and lending and cable retransmission of Audiovisual Works, in Europe and elsewhere, whether payable by collecting societies or otherwise.

2.3 The Rightsholder acknowledge that the DRCC shall administer only such of the Audiovisual Rights as determined by the DRCC board of directors from time to time.

Grants of Rights: Negotiation

3.1 The Rightsholder grants the DRCC the power and authority, but not the obligation, at the DRCC’s sole and absolute discretion, to negotiate, rescind, vary or alter from time to time any agreements respecting the Rightsholder’s Audiovisual Rights, to take any necessary action to collect any amounts which may be payable to the Rightsholder arising from such Audiovisual Rights, to institute and prosecute proceedings against any persons infringing the Audiovisual Rights, and to release, compromise or settle any disputes, differences or conflicting claims in relations to such rights.

Revenue Distribution:

- 4.1 All collection, allocation and distribution of Remuneration that the DRCC makes to Rightsholder will be made pursuant to Distribution Rules made by the DRCC's Board of Directors in effect from time to time. The Rightsholder acknowledges and accepts that the DRCC may from time to time vary the Distribution Rules at its sole and absolute discretion.
- 4.2 The Rightsholder agrees that the DRCC may deduct from the Remuneration such sums as the DRCC may from time to time decide, pursuant to policies consistently applied, in reimbursement of its costs and in respect of the provision of its services to the Rightsholder.
- 4.3 The DRCC shall provide the Rightsholder prior to December 31, in any year (the "accounting date") an accounting of the Remuneration which the DRCC has received and is satisfied is due and owing to the Rightsholder.
- 4.4 The DRCC may from time to time change the accounting date.
- 4.5 If the DRCC collects Remuneration but does not have sufficient information to distribute it according to the Distribution Rules, the DRCC's Board of Directors has the right to approve any other way of distributing such Remuneration that it considers fair, taking into account all such factors as it considers relevant.
- 4.6 If an overpayment is made to the Rightsholder by the DRCC for whatever reason, the Rightsholder undertakes to refund such overpayment to the DRCC within 14 days of receiving notification from the DRCC of such overpayment. The DRCC may at its sole and absolute discretion set off all or part of such overpayment against future payments to the Rightsholder.
- 4.7 The DRCC shall use its reasonable efforts prior to payment of Remuneration to ascertain that they are properly due and owing to the Rightsholder. Neither the DRCC nor its officers or directors shall be held liable for any acts or omissions provided the DRCC acted reasonably and in good faith.

Warranty and Proof:

- 5.1 Prior to the payment of any distribution of Remuneration, the DRCC may require such evidence of entitlement to payment of the Remuneration as it may decide is necessary.
- 5.2 The DRCC may require the Rightsholder to warrant that:
 - (a) the Rightsholder; or
 - (b) where the Rightsholder is an estate, the deceased,

performed the services which give rise to the Rightsholder's claim for entitlement in respect of an Audiovisual Work for which Remuneration is payable, and as such is solely and beneficially entitled to the Remuneration.

- Indemnification:**
- 6.1 The Rightsholder shall indemnify and hold harmless the DRCC, its officers and directors, used by any claims and demands made against the DRCC as a result of any breach by the Rightsholder of any of the warranties provided by the Rightsholder to the DRCC.
 - 6.2 The DRCC shall not have any obligation or liability to the Rightsholder in the event of any act or omission on the part of the DRCC, its directors or officers, where the DRCC acted reasonably and in good faith, or where such act or omission is caused by matters outside the reasonable control of the DRCC.
- Term:**
- 7.1 This Agreement shall terminate upon the termination of the membership of the Rightsholder in the DRCC in accordance with the By-laws of the DRCC. A Rightsholder may terminate this Agreement by written notice to the DRCC at any time, whereupon the Rightsholder's membership in the DRCC shall cease. The Rightsholder remains liable to pay any outstanding indebtedness due and unpaid to the DRCC at such time. Sixty days prior notice in writing is required to provide for orderly termination of the rights administration of the Rightsholder.
 - 7.2 The DRCC may terminate this Agreement on written notice to the Rightsholder, however such termination is subject to any accrued rights of the Rightsholder to Remuneration in accordance with the By-laws of the DRCC.
- Notices:**
- 8.1 All notices, requests, consents and amended Schedules or Credit Sheets permitted or required under this Agreement must be in writing and sent by mail to the DRCC at its registered office or, in the case of a member of the DRCC, to the last address of that member as recorded on the books of the DRCC.
- Amendments to Agreements and Schedules:**
- 9.1 No amendment to the principal part of this Agreement will take effect unless it is in writing and signed by all parties. Schedules may be updated from time to time.
 - 9.2 The Rightsholder will send updates to Schedule A (Rightsholder Information) as required and will promptly update Schedule B (Professional Information – Credit Sheets) when necessary to update the list of the Rightsholder's Audiovisual Works covered by this Agreement.
- Dispute Resolution:**
- 10.1 Any dispute arising out of this Agreement will be referred to arbitration, in which case the Arbitration Act, S.O. 1991, c.17 will apply.
- Further Documents:**
- 11.1 The Rightsholder agrees to do all such other acts and things and sign such further documents as DRCC may from time to time require for the purpose of administering the Audiovisual Rights granted hereby.
- Letters Patent and By-Laws:**
- 12.1 The Rightsholder agrees to be bound by the Letters Patent and By-laws of the DRCC, as well as all resolutions and any applicable agreement to which the DRCC is or may become a party.
- Fees:**
- 13.1 The Rightsholder hereby agrees to pay to DRCC all required membership fees, application fees and any other charges or payments duly authorized by the DRCC pursuant to its By-laws.
- Governing Law:**
- 14.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and of Canada.

DIRECTORS RIGHTS COLLECTIVE OF CANADA APPLICATION FORM

Name:

(please print) Surname

Given Names

Address:

City:

Province:

Postal Code:

Res. Tel: ()

Bus. Tel: ()

Fax. No.: ()

Cell/Pager: ()

E-Mail:

Social Insurance Number:

(Needed to comply with Canada Customs and Revenue Agency guidelines on payment of royalties)

Citizenship:

Date of Birth:

(For identification in case of similar names)

If cheques are to be made out to a different name or corporation: _____

Please check if membership is held in any of the following:

- | | |
|---|---|
| <input type="checkbox"/> CANADA – DGC (Directors Guild of Canada) | <input type="checkbox"/> CANADA – WGC (Writers Guild of Canada) |
| <input type="checkbox"/> US – DGA (Directors Guild of America) | <input type="checkbox"/> US – WGA (Writers Guild of America) |
| <input type="checkbox"/> CANADA – CRC (Canadian Retransmission Collective) | <input type="checkbox"/> NETHERLANDS – VEVAM |
| <input type="checkbox"/> CANADA – CSCS (Canadian Screenwriters Collection Society) | <input type="checkbox"/> GERMANY – VG BILD-KUNST |
| <input type="checkbox"/> AUSTRALIA – ASDACS (Australian Screen Directors Association) | <input type="checkbox"/> AUSTRIA – VDFS |
| <input type="checkbox"/> UK – DPRS (Directors' and Producers' Rights Society) | <input type="checkbox"/> SWITZERLAND – SSA (Suissimage) |
| <input type="checkbox"/> UK – DGGB (Directors Guild of Great Britain) | <input type="checkbox"/> UK – WGGB (Writers Guild of Great Britain) |
| <input type="checkbox"/> UK – BECTU (Broadcasting Entertainment Cinematograph and Theatre Union) | |
| <input type="checkbox"/> FRANCE / QUEBEC – SACD (Société des Auteurs et Compositeurs Dramatiques) | |
| <input type="checkbox"/> Other (please specify): _____ | |

DIRECTORS RIGHTS COLLECTIVE OF CANADA APPLICATION FORM

To: Hans Engel, DRCC Administrator

I, _____ the undersigned, hereby apply for membership in the Directors Rights Collective of Canada ("DRCC") and agree that this application and (should this application be accepted) my membership in the DRCC will be subject to the Articles and By-laws of the DRCC. I acknowledge that I have read and understood the terms and conditions contained in the "Membership Agreement" (<http://www.dgc.ca/page.php?id=602>). The DRCC is authorized to enter my name in the register of members of the DRCC. The signature below confirms my agreement with the information submitted to the DRCC.

Dated this _____ day of _____ 200_____

Name of Applicant _____

Signature of Applicant: _____

Contact:

Administration
Hans Engel
111 Peter Street, Suite 402
Toronto, Ont. M5V 2H1
Tel: 416-482-6640 ext. 237
Fax: 416-482-6639
hengel@dgc.ca

FOR OFFICE USE ONLY

DATE RECEIVED: _____

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Directors Guild of Canada

Alberta District Council

2526 Battleford Ave., S.W., Suite 133
Calgary, AB T3E 7J4
Tel: 403-217-8672
Fax: 403-217-8678
www.dgcalberta.ca

Atlantic Regional Council

1657 Barrington Street, Suite 408
Halifax, NS B3J 2A1
Tel: 902-492-3424 or
Toll-free: 1-888-342-6151 (Atlantic)
Fax: 902-492-2678
www.dgcatlantic.ca

British Columbia District Council

1152 Mainland Street, Suite 430
Vancouver, BC V6B 4X2
Tel: 604-688-2976
Fax: 604-688-2610
www.dgcbc.com

Manitoba District Council

The Union Centre
202B - 275 Broadway
Winnipeg, MB R3C 4M6
Tel: 204-940-4300
Fax: 204-942-2610
www.dgcmantoba.ca

Ontario District Council

15 Toronto Street, 9th Floor
Toronto, ON M5C 2E3
Tel: 416-925-8200
Fax: 416-925-8400
www.dgcodc.ca

Quebec District Council

4200 Saint-Laurent Blvd., Suite 708
Montreal, QC H2W 2R7
Tel: 514-844-4084
Fax: 514-844-1067
www.cqgcr.ca

Saskatchewan District Office

2440 Broad Street, Suite #W213B
Regina, SK S4P 4A1
Tel: 306-757-8000
Fax: 306-757-8001
www.dgcsask.com

DGC National Office

111 Peter Street, Suite 402
Toronto, ON M5V 2H1
Tel: 416-482-6640 or
Toll-free: 1-888-972-0098
Fax: 416-482-6639
www.dgc.ca



DIRECTORS GUILD OF CANADA
LA GUILDE CANADIENNE DES RÉALISATEURS