

# **Quebec District Council Directors Guild of Canada**

## **Documentary Director's Contract**

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**DIRECTORS GUILD OF CANADA, QUEBEC DISTRICT COUNCIL  
GUILD DOCUMENTARY DIRECTORS' STANDARD AGREEMENT**

**PURPOSE**

The purpose of this Agreement is to provide minimum terms and conditions by which a director, (hereafter Guild Member) will be engaged by the Producer on a documentary motion picture; to provide a method for final and binding arbitration in settlement of all differences between parties arising under this Agreement or a Deal-Memo; to provide harmonious relations between the Guild, and the Producer, and to assist in the development of the motion picture industry in Canada.

**SERVICES AND OBLIGATIONS**

The Director undertakes to provide the Producer services as director on the Documentary production, and to execute the work in accordance with the production schedule as attached to this Agreement as Appendix A.

The term «Director» and «directing» include all related functions and activities required for translating and transferring the script, premise, idea and concept to the audiovisual images contained in the Documentary. The fact that the Director may also render services as a Producer and/or Writer or in any other capacity shall not take him out of the classification as a Director, with reference to any work he performs as a Director.

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

Notwithstanding the above, the Guild Member shall work within any pre-established format parameters including without limitation a signature format or style of a documentary series.

The Producer shall make best efforts to enable the Director to achieve his or her creative vision.

**TERM**

The Production shall be entitled to the Guild Member's services throughout the period indicated in Appendix A as per the conditions specified in the Guild Member's Deal-Memo.

**BETTER TERMS**

The terms and conditions herein are minimums and not maximums. Nothing shall prevent a Guild Member from negotiating with a Producer better terms and conditions of engagement than those provided by this Agreement.

## **FEES AND PAYMENT SCHEDULE**

In consideration of the Guild Member's services under this Agreement, the Producer shall pay the Director or his Loan-Out Corporation the total Base Fee, Additional Use Purchases as specified in the Deal-Memo and any remuneration due for extra work plus applicable Guild Fringes, expenses, and taxes.

To the extent that PST/GST applies, it shall be in addition to all amounts set forth on this Agreement. Payments of installments shall be made no later than fifteen (15) days following the submission of invoices and the approval by the Producer of the professional services rendered in accordance with the Appendix A.

## **GUILD FRINGES, CHECK-OFF'S AND REMITTANCES**

### **Annual Vacation.**

The Producer shall pay to each Guild Member, excluding a Loanout Corporation Contractor, a premium of four per cent (4%) of his gross remuneration (Base Fee plus Additional Uses purchased plus any extra work) due under this Agreement as or in lieu of annual vacation pay. In the case of a Loanout Corporation Contractor, the Producer shall pay to the Loanout Corporation Contractor an additional amount of four per cent (4%) of the gross remuneration payable to the Loanout Corporation Contractor due under this Agreement. Such premium or additional payments shall be paid with the regular remuneration payment.

### **Producer's Check-Off.**

The Producer shall contribute to the Guild with respect to each Guild Member an amount equal to one per cent (1%) of his gross remuneration.

### **Member's Remittance.**

The Producer must deduct the two per cent (2%) union dues from the remuneration paid to each Guild Member and remit said monies to the Guild.

### **Retirement Pay.**

The Producer shall pay to each Guild Member, as or in lieu of retirement pay, a premium of four per cent (4%) of the Guild Member's gross remuneration.

### **Health and Welfare Plan.**

The Producer shall pay to the Guild an amount equal to three per cent (3%) of each Guild Member's gross remuneration as the Producer's contribution to the Guild's Health and Welfare Plan.

### **Guild Remittances.**

All Guild remittances and Member's Check-off and records of remuneration paid to Guild Members must be submitted by the Producer to the Guild on a current basis no later than the 15th day of each calendar month in any month in which remuneration is paid to any Guild Member. At the time the monies are forwarded to the Guild, the Producer must forward the name of each Guild Member and the amount and description of each remittance.

## **DIRECTORS GUILD OF CANADA**

The Guild Member's services provided as a director shall be subject to this Agreement, the Deal-Memo and any duly-executed Letter of Variance hereto attached.

Attached to this Agreement as Schedules A, B, C and D respectively are the Production Schedule, DGC Deal Memo, the Guild Adherence Agreement, and Guild Letter of Variance.

No Guild Member and no Producer shall enter into any Deal-Memo, contract of engagement, oral, written or otherwise which in any way contravenes any of the provisions of this Agreement.

Accordingly all of the Provisions of this Agreement shall be deemed to be incorporated, as if set forth in full in writing into the Deal-Memo of each Guild Member. It is further agreed that the Deal-Memo of each Guild Member shall be deemed to be incorporated, as if set forth in full in writing into this Agreement. Accordingly the Deal-Memo of each Guild Member shall be deemed to be an Appendix of this Agreement.

## **DEAL MEMO**

The Producer shall sign, within 7 days of arriving at the final terms of agreement, a Deal Memo with each Guild Member engaged. Such Deal Memo shall be in the form attached to this Agreement as Appendix "B".

## **DIRECTOR'S PRE-CONTRACT REQUIREMENTS**

Prior to the engagement of a Director the Producer shall inform him of the following information in relation to the motion picture:

- (a) the names of artistic and creative personnel already engaged;
- (b) all stock material contemplated to be used;
- (c) any rights of script approval or cast approval contractually reserved to any person other than the Producer;
- (d) the top sheet (summary) of the Documentary budget which has been established and any limitations thereof, if any;
- (e) the story on which the documentary is based and the script, if any exists; and
- (f) the name of the Producer(s) with final cutting authority.

It is the intention hereof that the Producer shall make full and complete disclosure to the Director of all of the existing artistic and creative commitments with respect to the documentary for which the Director is to be engaged prior to his actual engagement.

## **PARTICIPATION**

### **Artistic And Creative Direction**

Subject to other specific provisions hereof, during the time of the Director's engagement he shall be informed as soon as practicable of any proposal concerning and, if reasonably available, shall participate in all decisions with respect to:

- (a) any changes in the elements of which he has been previously notified, or proposed casting, and the engagement of other artistic or creative personnel, and of any rights or approval thereafter granted to third parties;
- (b) all creative elements in the production of the documentary, including but not restricted to the script and revision thereof, casting, engagement of artistic and creative personnel, location selection, and pre-production, shooting and post production scheduling; and

- (c) in no case will any creative decisions be made regarding the preparation, production, and post production of a motion picture without the consultation of the Director. The Director's advice and suggestions shall be considered in good faith.

### **PRODUCER'S DECISION FINAL**

The Producer's decision in all business and creative matters shall be final, but this provision shall not release the Producer or the Director from their respective obligations hereunder.

### **DIRECTOR'S CUT**

The Producer shall give the Director the opportunity to prepare and present to the Producer his first cut of the documentary (herein referred to as the "Director's Cut").

No one other than the Director may supervise the editing of the Director's Cut of the documentary, but if the Director refuses to, or due to incapacity, cannot supervise the first cut, the Producer may assign another person to edit the documentary.

The Director and Producer shall make best efforts to agree on the form of the final cut of the documentary. However, should there be any disagreement regarding the final cut, the Producer's decision shall prevail.

### **CREDITS**

The Director shall receive sole credit as Director.

The following single-card or its equivalent screen credit shall appear on all positive prints, master tapes and video tapes of the Production:

"A film by" or "Directed by" followed by the Director's name.

The size, placement and duration of the Director's credits shall be in no way inferior than the size, placement and duration of Producer's credits.

The Director shall also receive credit in the billing block portion of paid advertising for the Production, and on any future production or productions based on the Production, such as, but not limited to, audio tapes, books, compact devices, phonograph records or compact discs or any other similar material if the Writer, Principal Performer, or the Producer is given credit.

The size, positioning and frequency of the Director's credit shall be equal to the size, positioning and frequency of the credit of the Writer, Principal Performer or the Producer whichever is greater.

The Producer shall not be responsible for the failure of the distributors, exhibitors, or other third parties to comply with the Producer's instructions concerning appropriate credits to the Director, or for changes or modifications which such third parties may make to any print or advertising copies of the Production.

Producer's responsibility to the Director hereunder shall be to take such reasonable action as may be necessary to notify third parties after it becomes aware of any failure of the foregoing credit obligations, or to make changes to print and advertising in its possession and under its control.

### **RIGHT OF GUILD MEMBER TO FOREGO CREDIT**

Every Guild Member shall have the right subject to his sole discretion to refuse to have any credit using his name used in any form or manner by the Producer, which right must be exercised by the Guild Member prior to publication of such credit by the Producer.

Every Guild Member shall have the right to replace with a pseudonym any credit to which he is entitled pursuant to his Deal Memo or this Agreement, provided that such pseudonym is in good taste and is not the name of any well-known person, living or dead, and provided that such right of replacement is exercised by the Guild Member prior to publication of credit by the Producer.

If the Guild Member declines a credit, the Guild Member shall, nevertheless, have full benefit of the rights and benefits provided under this Agreement.

## **RIGHT TO ASSIGN**

The Producer may assign the director's contract of engagement in whole or in part to any other person, or corporation to the extent necessary to secure financing and in conjunction with the production and distribution of the Production; but no such assignment shall relieve the Producer of his obligations hereunder unless such obligations are duly performed by such assigns.

## **SECONDARY USE PAYMENTS**

Nothing shall prevent the Director from being entitled to collect payments due from third parties which arise from the recognition of a Director's copyright in the Documentary. The collection may be made either directly or by licensing through a copyright collective, in countries where such practice exist. Such payments shall be due to the director, regardless of any payments made or due under this Agreement.

## **RELEASE AND INDEMNIFICATION**

The Producer, on behalf of itself, and all parent, subsidiary, affiliated and associated companies or entities (hereinafter collectively referred to as "the releasor") shall save harmless and indemnify each Guild Member engaged by the Producer to perform duties on the motion picture, together with the Guild Member's heirs, executors, successors and assigns (hereinafter collectively referred to as "the releasee") jointly and severally from any and all actions, causes of action, contracts and covenants, whether express or implied, claims and demands for damages, indemnity, legal costs, interest, loss or injury of every nature and kind whatsoever and howsoever arising, which in any way relate to the engagement of the releasee by the releasor to perform the duties in question, provided that the Guild Member's actions or inactions fall within the scope of the member's engagement and the member complies with all provisions of this Agreement.

## **TERMINATION**

The Producer may terminate the Director's contract of engagement at any time for just and reasonable cause. In the event of such termination, the Producer must provide the Guild Member and the Guild twenty-four (24) hours' written notice.

The Producer shall pay the Guild Member and the Guild remuneration and other monies owing for services rendered to the date of termination and fulfill obligations already incurred under the contract.

## **EXPENSES**

The Producer shall provide or pay for reasonable transportation, first-class single accommodation, subsistence and other agreed upon expenses incurred at the Producer's request in the performance of the Guild Member's services under the Director's contract of engagement.

The Producer shall reimburse the Guild Member expenses upon receipt of suitable documentation. Unless otherwise determined through mutual agreement, the Guild Member's account of expenses shall be brought forward a reasonable period of having been incurred.

## **INSURANCE COVERAGE**

The Producer shall obtain all insurance coverage standard in the film and television industry, including but not limited to, insurance in respect of personal injury, property damage; and errors and omissions coverage to the benefit and for the protection of the Guild Member.

## **COPY OF MOTION PICTURE**

The Producer shall furnish the Director of the documentary at no cost to the Director a compact device of the release print which includes 100% of the negative or master tape visual image.

## **PURCHASE OF ADDITIONAL USES**

The Producer shall not be entitled to any further use of the documentary beyond the uses selected in the Deal-Memo, until an additional compensation is paid to the Director. The amount of this compensation shall be determined by negotiation between the parties. If the parties are unable to resolve the issue, then the parties agree to submit to an arbitrator. The arbitrator shall be required to treat the matter as an interest arbitration and to determine an appropriate compensation. The procedure of this arbitration shall be the same as that described in the Dispute clause of this Agreement.

## **DURATION AND ADHERENCE AGREEMENT**

This Agreement is effective from, and all provisions of this Agreement, both monetary and non-monetary, shall apply retroactively to the earliest of the following dates:

- (a) the date on which pre-production commences, or
- (b) the date on which any person is engaged to perform duties hereunder, or
- (c) the date on which a Deal Memo or Adherence Agreement is executed.

In recognition of the unique nature of the Motion Picture Industry, and subject to the terms of the Adherence Agreement, all provisions of this Agreement are binding and remain in full force and effect until all obligations are satisfied with respect to the documentary for which this Agreement has been executed.

The Adherence Agreement must be executed by the Parties in the form attached hereto as Appendix "C".

## **DISPUTES**

Should a dispute arise concerning any of the terms or conditions of the Adherence Agreement the Deal Memo and the Guild Documentary Directors Model contract, this dispute shall be resolved by way of arbitration according to Sections 940 and following of the Code of Civil Procedure of Quebec with the exception that the arbitration board shall be composed of one arbitrator. The Guild is a party to all proceedings.

## **ENGLISH AGREEMENT**

When signing an Adherence Agreement and a Deal Memo the parties agree that the Guild Model Contract be drafted in the English language.

En signant l' « Adherence Agreement », et un « Deal Memo » les parties acceptent que le contrat type de la Guilde soit rédigé en langue anglaise.

# APPENDIX A

## PRODUCTION SCHEDULE

Step	Dates
<b>Pre-production</b> Choice of creative and technical elements, Shooting script and shooting schedule. choice of locations. Preparation of participants and performers and technical crew.	_____ to _____
<b>Principal Photography</b> Supervision of technical crew, participants and performers, creative personnel; planning of shooting schedules and music content (Specify the different blocks of shooting)	_____ to _____ _____ _____ to _____ _____ to _____ _____ to _____
<b>Director's Cut</b> (Direction of editing, Assembly of selected shots. Choice of structure)	_____ to _____
<b>Fine Cut</b> Direction of editing, Selection of stock shots and all materials to complement the shooting, translation if required and credits.	_____ to _____
<b>Playback of the mix</b> Direction of mixing and sound recording and mixing. Choice of music and composer. Approval of music themes. Supervision of music cue sheet. Verification of transcription of the mix.	_____ to _____
<b>Answer Print/Closed Captioning</b> Direction of credits, film and/or video subtitles, and film and/or video color correction. Screening and approval of answer print and/or video master. Verification of closed captioning	_____ to _____

APPENDIX B

DIRECTORS GUILD OF CANADA, QUEBEC DISTRICT COUNCIL  
STANDARD DEAL MEMO  
DOCUMENTARY DIRECTOR

Name: \_\_\_\_\_ SIN #: \_\_\_\_\_

Type of Engagement (check one) Engagee \_\_\_\_\_  
Loanout Corp. \_\_\_\_\_

Guild Membership Full Member \_\_\_\_\_  
Permittee Member \_\_\_\_\_

Loanout Corporation : \_\_\_\_\_

GST #: \_\_\_\_\_ PST #: \_\_\_\_\_

Address: \_\_\_\_\_

Tel #: \_\_\_\_\_ CORP #: \_\_\_\_\_

Current Title of Documentary: \_\_\_\_\_

Duration of the Documentary:  
 less than 1/2 hour  
 1/2 hour  
 1 hour  
 1 1/2 hour  
 2 hours or more

Start Date (on or about) : \_\_\_\_\_ Finish Date (on or about): \_\_\_\_\_  
(attach Appendix A: Production Schedule)

The services of the Director shall be rendered on an exclusive, priority or occasional basis as is indicated for the following stages of production (check one for each stage):

Stage of Production	Exclusive	Priority	Occasional	N/A
Research and Development	_____	_____	_____	_____
Pre-Production	_____	_____	_____	_____
Production	_____	_____	_____	_____
Post-production	_____	_____	_____	_____

Additional Terms for Extra Work or Extra Days not included in the Base Fee:



Territory: North America \_\_\_\_\_  
World Excluding North America \_\_\_\_\_  
World \_\_\_\_\_  
Additional Compensation: \$ \_\_\_\_\_

Use: \_\_\_\_\_  
Term: \_\_\_\_\_ 5 additional years \_\_\_\_\_ Perpetuity  
Territory: North America \_\_\_\_\_  
World Excluding North America \_\_\_\_\_  
World \_\_\_\_\_  
Additional Compensation: \$ \_\_\_\_\_

Use \_\_\_\_\_  
Term: \_\_\_\_\_ 5 additional years \_\_\_\_\_ Perpetuity  
Territory: North America \_\_\_\_\_  
World Excluding North America \_\_\_\_\_  
World \_\_\_\_\_  
Additional Compensation: \$ \_\_\_\_\_

**The Total Additional Uses purchased and payable to the Director as per this Deal-memo: \$ \_\_\_\_\_**

(In all above North America includes Canada and United States only)

**Payment Schedule of Base Fee and Additional Use Purchases**

- i. \$ \_\_\_\_\_ upon signature of this agreement;
- ii. \$ \_\_\_\_\_ on or before the commencement/ completion of research and development (if applicable);
- iii. \$ \_\_\_\_\_ on the commencement of pre-production;
- iv. \$ \_\_\_\_\_ on the commencement of principal photography;
- v. \$ \_\_\_\_\_ on the completion of principal photography;
- vi. \$ \_\_\_\_\_ on delivery of the Director's cut;
- vii. \$ \_\_\_\_\_ on or before the completion of the fine cut;

**Additional terms, such as credit, vehicle expenses, travel expenses, per diem, danger pay, etc.:**

\_\_\_\_\_  
\_\_\_\_\_

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The undersigned hereby authorizes the Producer to check off or deduct in accordance with the Guild Documentary Directors' Standard Agreement (GDDA) two percent (2%) of gross remuneration of the member and remit same to the Guild. All of the provisions of this Deal Memo are subject to and must provide no less than the terms and conditions of the GDDA and all of the provisions of said GDDA individual contract between the Director and the Producer shall be deemed to be incorporated into this Memo as if set forth in full herein in writing.

The parties have agreed that this Deal Memo be drafted in the English language.  
Les parties sont d'accord à l'effet que la présente entente soit rédigée en langue anglaise.

**Accepted and Agreed:**

\_\_\_\_\_  
Print Name of Production Company

\_\_\_\_\_  
Signature of Guild Member

\_\_\_\_\_  
Signature of Producer's Authorized Rep.

\_\_\_\_\_  
Print Name of Guild Member

\_\_\_\_\_  
Print Name of Producer's Authorized Rep.

Date:\_\_\_\_\_

Date:\_\_\_\_\_

APPENDIX C  
ADHERENCE AGREEMENT  
(the "Agreement")

BETWEEN: \_\_\_\_\_  
(the "Producer")

and

LE CONSEIL DU QUEBEC DE LA GUILDE  
CANADIENNE DES REALISATEURS  
(the "Guild")

**WHEREAS** the Producer wishes to produce a documentary film currently titled:

\_\_\_\_\_

and to make use of the services provided by a Guild Member Director;

**AND WHEREAS** the Guild is the exclusive bargaining agent and representative of Guild Member Directors with respect to minimum rates and minimum terms and conditions of engagement by the Producer;

**AND WHEREAS** the Producer and the Guild wish to enter into an Agreement which establishes minimum rates and minimum terms and conditions of engagement;

**NOW THEREFORE** in consideration of the mutual covenants and promises set out below, the Parties hereby agree as follows:

**ARTICLE 1 - SCOPE OF AGREEMENT**

1.01 The purpose of this Agreement is to secure the protection of the Guild for Guild Member Directors, and the benefits and obligations of the Guild Documentary Directors' Standard Agreement ("GDDA") for both Parties:

- (a) during those stages of a motion picture prior to pre-production or during pre-production when the Producer is uncertain whether or not the motion picture will proceed to principal photography,
- (b) while the parties are negotiating the terms of any Letter of Variance, and
- (c) during production of the Documentary.

1.02 The Producer hereby recognizes the Guild as the exclusive bargaining agent and representative with respect to minimum terms and conditions of engagement of the Guild Member Director.

1.03 Both Parties warrant that they have read the Guild Documentary Directors' Standard Agreement and are familiar with its terms.

The GDDA is hereby deemed to be incorporated into this Agreement as if set forth in full herein in writing, and hereby binds the Parties, subject to the execution of any Letter of Variance and the terms of this Agreement.

This Agreement is hereby deemed to be incorporated into the GDDA and any related Deal Memo as if set forth in full therein in writing.

## **ARTICLE 2 - LETTER OF VARIANCE (REVISING THE GDDA)**

2.01 Upon execution of this Agreement, the Parties shall undertake negotiations, if necessary, for any revisions to the GDDA which must be set forth in writing in a Letter of Variance executed by the Parties and binding upon them.

## **ARTICLE 3 - APPLICATION AND DURATION**

3.01 This Agreement, the GDDA and any Letter of Variance applies retroactively to every Deal Memo, regardless of when the Deal Memo is executed.

3.02 This Agreement and the GDDA, as amended by any Letter of Variance, will remain in full force and effect unless and until the Producer advises the Guild in writing during pre-production at the address listed below that the motion picture will not proceed to principal photography.

3.03 Where the motion picture does not proceed to principal photography, then the Producer must satisfy all of its obligations under this Agreement, the GDDA, any Letter of Variance, and each Deal Memo up to and including the date upon which written notice is received by the Guild in accordance with Article 3.02.

## **ARTICLE 4 - VALIDITY OF AGREEMENT**

4.01 Each Party hereby warrants that:

- (a) it is bound by all of the terms of this Agreement, the GDDA, and any Letter of Variance and
- (b) the validity thereof is not dependent upon the consent or approval of any other person, corporation or entity.

## **ARTICLE 5 - LANGUAGE OF AGREEMENT**

The parties have agreed that this Adherence Agreement be drafted in the English language.

Les parties sont d'accord à l'effet que cette entente d'adhésion soit rédigée dans la langue anglaise.

**IN WITNESS** of the agreement contained herein a duly authorized representative of each Party hereunder executed this document in the presence of the named witness.

DATED at \_\_\_\_\_, Quebec, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**SIGNED FOR THE PRODUCER:**

\_\_\_\_\_  
NAME OF PRODUCTION COMPANY

\_\_\_\_\_  
FOR THE PRODUCER

\_\_\_\_\_  
TITLE

ADDRESS OF PRODUCTION COMPANY

**SIGNED FOR THE GUILD:**

LE CONSEIL DU QUEBEC DE  
LA GUILDE CANADIENNE DES  
REALISATEURS  
4200 St-Laurent Blvd.  
Suite 708  
Montreal, Quebec  
H2W 2R2

\_\_\_\_\_  
FOR THE GUILD

\_\_\_\_\_  
TITLE

GST No. 121774715  
QST No. 1012882269

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BUSINESS REPRESENTATIVE