

APPENDIX M

**Contract/ Voluntary Recognition Agreement
(See Article E102)**

**STANDARD CONTRACT/ VOLUNTARY RECOGNITION AGREEMENT
FOR CORPORATE PRODUCTION: SPONSORED, INDUSTRIAL OR
SHORT FILMS**

Prior to contracting a Writer, Producers who agree to become parties to this Agreement shall sign a Voluntary Recognition Agreement as follows on their own letterhead and forward it to the Guild. This Voluntary Recognition Agreement shall constitute a binding and irrevocable obligation by the Producer to the terms and conditions of this Agreement where such Producer is involved in the production of a program:

VOLUNTARY RECOGNITION AGREEMENT

(Bargaining Authorization and Voluntary Recognition Agreement)

I, _____(Insert name of individual) on behalf of the Producer hereby acknowledge receipt of the Independent Production Agreement dated July 1, 2019 to June 30, 2022 covering Freelance Writers of Theatrical Films, and Television Programs and other Production between the Canadian Media Producers Association (CMPA) and the Writers Guild of Canada (the Guild) and state that I am authorized to execute this Agreement on behalf of _____, (the “Producer”).

The Producer hereby acknowledges that by executing this Voluntary Recognition Agreement it is becoming signatory to the said Agreement. The Producer agrees to abide by and conform to all the terms and conditions contained herein.

The Producer recognizes that the Guild is the exclusive bargaining agent of Writers, Story Editors and Story Consultants as defined in the IPA and recognizes the CMPA, if the Producer is a member, as the Producer’s sole and exclusive bargaining agent.

We hereby certify that we are/are not a member in good standing of the CMPA:

____ The Producer hereby certifies that it is a member in good standing of the CMPA:

Membership No. _____

The Negotiation Protocol set out in Appendix A of the IPA is hereby incorporated herein by reference, and by signing this document, the Producer appoints its Association as its exclusive bargaining agent, authorized to bargain on its behalf, and agrees that it shall be bound by the terms and conditions of the Agreement which is the result of collective bargaining between the Association on the one hand, and the Guild on the other hand, subject to ratification.

OR:

____ The Producer hereby certifies that it is not a member in good standing of the CMPA. The Negotiation Protocol set out in Appendix A is not incorporated herein by reference, and the Producer does not appoint the CMPA as its exclusive bargaining agent.

A copy of this Contract/Voluntary Recognition Agreement shall be forwarded to the CMPA.

Dated this _____ day of _____, 20____.

(Name of Signatory Producer)

(Address of Signatory Producer)

(Phone and fax number of Signatory Producer)

(Authorized Signature)

(Print or type name of Authorized Signatory)

Receipt of the above Voluntary Recognition Agreement is hereby confirmed by the
Writers Guild of Canada

(Authorized Signature)

(Print or type name of Authorized Signatory)

(Date)

Date: _____

Producer: _____

CMPA _____

Address: _____

Writer's Loan-out Company (if applicable): _____

Writer: _____

WGC Number: _____

Address: _____

GST Number: _____

WGA member: Yes/No

Type of Production: _____

Name of Production: _____

Type of Script: _____

Ancillary Materials: _____

Nature of Service: _____

Additional Use(s): _____

Fee: For the services contracted for herein, the Producer agrees to pay the Writer as follows:

of Days: _____ Daily Rate: _____

Tentative Credit _____ On-Site Risk Insurance(y/n): _____

Cheques shall be made payable to: _____

Delivery dates – on or before:

Stage: _____ Delivery Date: _____

1. This agreement is subject to the terms of the current WGC Independent Production Agreement (“IPA”). All the terms of the IPA shall be deemed to be included herein, except where specific terms more beneficial to the Writer are included in this agreement in place of the relevant minimum terms in the IPA. If in any other respect any provisions of this agreement conflict with the terms and conditions of the IPA, then the IPA shall prevail, and in such event the conflicting provisions of this agreement shall be deemed to be modified to the extent necessary to cause it to conform to the terms and conditions of the IPA and, as modified, this agreement shall continue in full force and effect.

2. All additional terms must be attached as a rider hereto.

Producer

Writer's Loan out Company

Per

Per

Writer

Date

Receipt of above Contract/Voluntary Recognition Agreement is hereby confirmed by the WGC.

Per

Date

Within seven (7) days of signing, the Producer shall forward a copy of this contract to the WGC and the CMPA (per A707).