

This agreement (the “**Agreement**”) is dated <<**DATE**>>

BETWEEN: CANADIAN BROADCASTING CORPORATION
250 Front Street West
Toronto, Ontario M5V 3G5
 (“**CBC**”)

AND: <<PRODUCER>>
<<ADDRESS>>
 (“**YOU**”)

CBC is thrilled to collaborate with You on the development of the Program described in this Agreement as follows:

SECTION ONE: INFORMATION ABOUT YOUR PROGRAM

1.01 Title (the “**Program**”):

Genre:

Proposed format:

Development Budget: attached as Schedule “A”

Writer(s):

Creative Deliverables:

SECTION TWO: FINANCIAL CONTRIBUTION

2.01 CBC will pay You up to << \$ >> (the “**Advance**”) and contribute << \$ >> from CBC’s **2018-2019** Canada Media Fund (“**CMF**”) Development Envelope, provided You successfully file an application to the CMF Development Program by <<**date**>>.

2.02 Your Program will be developed with contributions from the following sources:

No.	Source	Amount	Percentage
1	CBC	\$	%
2	CMF	\$	%
	Total	\$	%

Should You incur costs that amount to less than those set out in Schedule “A”, CBC shall have the right to reduce its contribution proportionately and withhold payment, or request repayment. Should You receive

funding in addition to the amounts set out above, CBC may reduce its contribution by the amount of such funding, but in no event shall CBC's contribution be lower than **xx%** of the Development Budget. You agree to provide a copy of any agreements with third party financing sources not set out above, as soon as you sign any such agreements.

SECTION THREE: PAYMENT SCHEDULE

3.01 You will deliver to CBC the creative materials set out in Section 1.01 (the “**Creative Deliverables**”) by <<date>>, or a date to be approved by CBC.

3.02 CBC will pay You the Advance, as set out below, within 15 days of CBC's approval of the applicable Milestone(s), and receipt of an email detailing all of the information required to make the payment, including reference to the payment requested and HST/GST information:

No.		Payment Amount	Milestone
a)		\$	
b)		\$	
c)		\$	Cost report, affidavit, WGC Letter of Adherence
	Total	\$	

CBC will increase its payments to You to include payment of the [Harmonized Sales Tax (“**HST**”) / Goods and Services Tax (“**GST**”)]. Your HST/GST Registration Number is <<>>. CBC will not release any payments until this Agreement is signed and all conditions for the initial payment are met.

3.03 Each time You submit a Creative Deliverable to CBC, CBC may:

- a) accept the Creative Deliverable, issue the appropriate payment and continue participation in the development of Your Program;
- b) request reasonable changes to the material before issuing payment; or
- c) accept the material, issue payment, and discontinue participation in the development of Your Program, whether or not the full amount of the Advance has been paid.

CBC will use best efforts to notify You of its decision under Section 3.03 within 21 days of its receipt of the applicable material.

SECTION FOUR: CBC'S RIGHTS IN THE PROGRAM

4.01 You grant CBC the first and exclusive option (the “**Option**”) to: (i) negotiate a licence agreement for the Program; or (ii) participate in further development of the Program, as set out below:

- a) At any time during development, or within 12 months of CBC's acceptance of the final Creative Deliverables (the “**Option Period**”), CBC may notify You in writing of its desire to exercise its Option. Upon receiving such notice, You and CBC will immediately enter into good faith negotiations in respect of CBC's licence or further development of the Program. The Advance is an advance against any future negotiated licence fees for the Program, and if not so characterized, shall be repayable in full on the first day of principal photography of the Program.
- b) If CBC doesn't exercise its Option, or if You and CBC are unable to reach an agreement on the terms of CBC's licence or further development of the Program, You will be free to enter into an agreement with a third party in respect of those rights not acquired by CBC on terms no more favorable than those offered to and declined between You and CBC (if any), and subject to the repayment and credit obligations set out in Subsection 4.01(c) below.
- c) If CBC does not license the Program for any reason, and if You proceed with production of the Program (or any program based on the Creative Deliverables), then You agree to (i) refund the

full amount of the Advance paid to You, on or before the first day of principal photography; and (ii) provide the following credit in the closing corporate credits as follows:

“Developed in association with
the Canadian Broadcasting Corporation (and CBC logo) cbc.ca”.

SECTION FIVE: CBC APPROVALS

- 5.01** All financial and key creative elements regarding development of the Program must be approved in advance by CBC in writing. Any changes to the details listed in Section 1.01 (including any changes to the Development Budget and/or Development Financing) need CBC’s prior written approval.
- 5.02** You agree not to enter into agreements with key talent or production personnel for the development or production of the Program, without prior written approval from the Executive Director of [GENRE], or her delegate. Similarly, You agree not to commit any aural or visual credit obligations for inclusion in the Program without prior written approval from CBC.
- 5.03** You acknowledge that CBC seeks to reflect the diversity of contemporary Canadian society both on and off the screen, and You agree to use Your best efforts to engage and/or train writers, directors, actors, and other production personnel who are members of Canadian communities that are traditionally underrepresented in the Canadian television industry. You will familiarize Yourself with CBC’s Diversity Guidelines (as set out in the “Developing for CBC” Producer’s Handbook), with a view to being in a position to create a diversity plan for the Program if it moves forward to production.
- 5.04** You acknowledge that discrimination, harassment (including sexual harassment), bullying and violence in the workplace are not tolerated at CBC. You commit to fostering a workplace free from discrimination, harassment and bullying, which corresponds to the values, expected behaviors, and standards of integrity and business conduct set out in CBC’s own code of conduct: http://www.cbc.radiocanada.ca/_files/cbcrc/documents/policies/code/code-conduct-2017-en.pdf. Failure to comply with this provision to CBC’s satisfaction will be deemed a material breach of this Agreement and may result in its termination.

SECTION SIX: REPRESENTATIONS AND WARRANTIES

- 6.01** You warrant, represent and covenant that:
- a) You own and control or will own and control all rights necessary for these purposes, in and to the Creative Deliverables and the Program;
 - b) You will complete and deliver the Creative Deliverables required under this Agreement free and clear of all claims, liens and encumbrances whatsoever which can or may impair any of CBC’s rights;
 - c) You will comply with all applicable statutes, laws and regulations. Neither the Creative Deliverables nor the Program will infringe on the rights of any third party and will not contain any material which is libelous, slanderous or defamatory. On request, you will provide CBC with an annotated script, and/or provide evidence of the factual accuracy of any potentially defamatory elements in the Materials;
 - d) You are either a corporation or partnership and are duly constituted and validly existing under the laws of Your jurisdiction of incorporation/registration;
 - e) You have the power and authority to execute and perform this Agreement and the same will not violate the provisions of any other agreement to which You are a party;
 - f) You will adhere to the Canadian Audio-Visual Certification Office (“**CAVCO**”) Canadian content

regulations. In particular, the copyright in the Creative Deliverables and the Program will be owned by a Canadian, or by a Canadian controlled corporation formed under the laws of Canada or a province thereof. You will develop the Program to qualify for 10/10 points on the CAVCO scale;

- g) You will develop the Creative Deliverables required under the Agreement in conformity with applicable collective talent agreements which will permit CBC to exercise its rights hereunder, and You agree to forward to CBC a copy of contracts and letters of adherence, on request; and
- h) You will keep full and proper books of account representing all development expenses relating to the Creative Deliverables, and CBC may examine and take excerpts from such records from time to time.

SECTION SEVEN: GENERAL TERMS

- 7.01** You may not sell, transfer or assign any of Your rights or obligations in this Agreement, nor may You sell or dispose of any part of Your ownership or the copyright in and to the Creative Deliverables and/or the Program without CBC's prior written approval, and unless provision has been made for the timely repayment of the Advance to CBC. Notwithstanding the foregoing, you may make such sale, transfer or assignment to a company owned or controlled by You for purposes of production without CBC's consent, provided that such company assumes your obligations to CBC hereunder.
- 7.02** In the event of Your bankruptcy, insolvency or default of the terms or conditions of this Agreement by reason of omission or otherwise, and failure to cure within fourteen (14) days of receiving written notice of default, then CBC shall have the right to terminate the Agreement and You shall forthwith repay CBC all sums of money advanced to You. Without limiting the foregoing, failure to deliver any of the Creative Deliverables as required pursuant to this Agreement and/or failure to submit Your proof of expenses within six (6) months of request by CBC shall constitute an event of default pursuant to this Agreement.
- 7.03** You will indemnify and hold harmless CBC from and against any and all claims, demands, losses, liability, costs, damages and expenses including reasonable legal fees and disbursements, which CBC may suffer or incur by reason of any claim, action or proceeding arising from the breach by You of any provision in this Agreement.
- 7.04** Any provision of this Agreement (including without limitation those regarding confidentiality, warranties, representations and indemnity) that extends beyond the term of this Agreement, or that is necessary for the parties to fully exercise their rights and obligations under this Agreement, shall survive the term of this Agreement.
- 7.05** This document embodies the entire agreement of the parties with regard to the development of Your Program with CBC. No amendment to this Agreement, and no waiver of any of its terms and conditions, shall be valid unless in writing and signed by the parties. We agree that Schedule "A" attached hereto constitutes part of this Agreement.
- 7.06** The terms of this Agreement are confidential except that You may reveal the financial terms to third parties from whom You are seeking funding relating to the development of the Creative Deliverables, and legal advisors, to the extent necessary. In addition, You agree not to disclose the fact that the Program is in development with CBC to any third party (including the media) unless authorized in writing by CBC.
- 7.07** This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns.
- 7.08** This Agreement shall be governed and interpreted in accordance with the laws of the province of Ontario and Canada and the parties hereto agree to attorn to the exclusive jurisdiction of the courts of Ontario and Canada.

- 7.09** Nothing in this Agreement shall be construed to create any relationship between the parties other than an independent contractor relationship.
- 7.10** You shall not use CBC's name, logos, trademarks or official marks without CBC's prior written consent. You shall obtain CBC's prior approval in writing of all press releases, advertising, sales promotions and other publicity matters related directly or indirectly to this Agreement.
- 7.11** Any failure or delay by either party to exercise a right, power or privilege under this Agreement shall not constitute a waiver thereof, and any exercise of a right, power or privilege in whole or in part, shall not preclude any other future exercise thereof.

The parties signing below are authorized to sign on behalf of You and CBC.

AGREED AND ACCEPTED:

CANADIAN BROADCASTING CORPORATION

By: _____ By: _____
General Manager, Programming Sr. Director, Finance

<<PRODUCER>>

By: _____ By: _____

Name: _____ Name: _____

Schedule "A"
Development Budget

Phase 1

Type	Amount
2.00 Script	
2.01 Script Writer	
2.00 Script	
2.02 Bible	
2.00 Script	
2.20 Script Editor	
2.00 Script	
2.25 Researcher	
2.00 Script	
2.90 Fringe Benefits	
2.00 Total	
Subtotal	
Less over-scale portion of writer fees	
Direct Costs	
4.00 Producer Fees (20% of direct costs)	
72.01 Corporate Overhead (20% of direct costs)	
Grand Total	