

# ACTRA

## **ACTRA Newfoundland and Labrador**

### **Member Initiated Production (MIP)**

#### MIP Procedure

ACTRA Newfoundland and Labrador members must contact our office prior to casting and no less than 14 working days before principal photography.

Member must provide a copy of the script at this time.

Staff Contact for MIP productions at ACTRA Newfoundland and Labrador

Branch Representative, Marlene Cahill, [mcahill@actra.ca](mailto:mcahill@actra.ca) / 709-722-0430

Marlene will provide the following templates of the start documents to production:

Security Agreement

Production Form

MIP Ownership Agreement

Accident on Set Application form with instructions.

All completed start documents (Security Agreement, Production Form and MIP Ownership Agreement) must be provided to ACTRA Newfoundland and Labrador prior to principal photography.

The Accident On-Set Insurance (AOS) Certificate from ACTRA Fraternal Benefit society must be obtained BEFORE PRINCIPAL PHOTOGRAPHY. We recommend that application for AOS insurance be made a minimum of seven working days prior to principal photography.

## **ACTRA Member Initiated Production (MIP) Guidelines**

### **Preamble:**

This Program seeks to stimulate the desire of members to come together and create original works of art without having the financial resources to pay established daily fees to performers. It also intends to encourage members to advance their skills as actors and allow them to develop their skills in other key creative areas.

Under this Program, the role of the 'producer' is played by the partnership that is created by the members. ACTRA's role – through ACTRA PRS – is to represent performers' interests in the commercial exploitation of the project.

### **The Ground Rules:**

1. Performers will come together to strike a Limited Partnership.
2. The performers will decide amongst themselves – through a unanimous vote - what each partner's entitlement in the LP will be in terms of their share of the ownership, and any applicable daily fees. The Limited Partnership Agreement will clearly indicate this understanding. Any changes will require the unanimous consent of all partners.
3. In all instances, ACTRA members will – collectively – retain at least 55% ownership.
4. An individual ACTRA member may achieve majority ownership, but not more than 60%.
5. Non-members may be included in the Limited Partnership. These non-members can be either passive investors or hands-on creators like writers, directors or DOPs. No individual non-member can hold more than 40% of the ownership.
6. ACTRA PRS will be entitled to a 5% ownership share on all projects, and all matters pertaining to the exploitation of the final product will require ACTRA PRS approval.

### **Qualifying Criteria:**

7. Final approval of the project will rest with the ACTRA Regional Director – in consultation with the local Branch Staff.

**\*\* Stunts – Stunts are permitted. The participation of a Stunt Coordinator is required for any scripted stunts or risk performances.**

\*\* Nudity – Nudity (includes any level of nudity and/or intimate sexual contact/activity) is permitted. **A Nudity Rider for each performer involved must be provided for any scene involving Nudity or intimate sexual action.** (See A2402 in the IPA for Rider information.)

8. Commercials and corporate productions are not eligible to apply under the Program.

**9. Application to this Program must be made to the local branch of ACTRA 30 days prior to the commencement of principal photography.**

10. This application will include:

- a) a copy of the script, budget, along with a cast and crew list
- b) sufficient funds to meet budgetary requirements; including post-production
- c) An executed Security Document along with the appropriate registration fee.
- d) relevant copyright clearance and registration – and the appropriate registration fee - of final product (Canada/US)

**11. All performers on these productions must be ACTRA members.**

## Various Options

### *Scenario #1: Equal Partnership*

A comedy troupe of five members write and produce a short film. Because this is truly a collaborative and egalitarian endeavour, they determine that each is entitled to an equal share when they meet to constitute themselves into a Limited Partnership;

- Five partners @ 19 % each; for a total of 95%.
- ACTRA PRS 5%.

### *Scenario #2: Unequal partnership*

A member initiates a project by writing a script for a 15 minute short. This member also intends to direct the short and act in it. S/he requires five other performers. (Two performers – including the initiating member - will work four days each, and the remaining four performers will work one day each, for a total of twelve work-days.) The six ACTRA members constitute themselves into a Limited Partnership and agree on the following terms;

- For writing and directing the short, the initiating member will receive 35% of the ownership. (15% for writing the script and 20% for directing)
- 5% will go to ACTRA PRS.
- The Partnership decides to divide the remaining 60% amongst the six performers according to days worked, using the following formula;  
Total # of workdays=12 12:1 as 60:xx=5

The two performers with four days will receive 20% each; for a total of 40%.

The four performers with one day will receive 5% each; for a total of 20%.

(Note that by performing for four days and thus receiving an additional 20% of ownership, the initiating member brings her total up to 55%.)

### *Scenario #3: Project Involving Non-Members*

Four members who wish to create an experimental film, come together as a partnership and decide that each contribution is equal. They then decide to bring on two non-members as partners; an experienced DOP as well as a minor equity investor who agrees to put up \$10,000 to finance the film but does not intend to play a creative role. The four members decide to grant these two non-members a share of the ownership structure and strike the following agreement;

- Each of the four members receives 15%; for a total of 60%.
- 5% will go to ACTRA PRS.
- 15% is granted to the DOP non-member.
- The remaining 20% is given to the passive investor who contributed \$10,000.

### **Procedure:**

12. All regulations covering the working conditions of performers in the IPA shall be adhered to.
13. All performers must receive a credit, either front end or in the crawl.
14. The ACTRA logo must appear in the end credits.
15. Any and all revenue generated will be collected by ACTRA PRS, who will in turn disburse them amongst the partners, as stipulated by the share allocation in the Limited Partnership Agreement.