



2024 UBCP/ACTRA **VIDEO GAME** AGREEMENT

This Agreement is made and entered into in the Province of British Columbia by and between UBCP/ACTRA and _____ (hereinafter referred to as the “Producer”) for the Video Game Production entitled “_____”.

1. RECOGNITION AND SCOPE

- 1.1 The Producer recognizes UBCP/ACTRA as the exclusive bargaining agent of Performers as defined in Article A2 of the concurrent BC Master Production Agreement (“BCMPA”) and this Agreement with respect to all minimum terms and conditions provided for by this Agreement.
- 1.2 This Agreement applies to Performers who are retained by the Producer to provide performances on any Video Game Production in any language other than French, when such performances are recorded in British Columbia or the Yukon.
- 1.3 This Agreement sets forth the minimum rates and working conditions under which Performers may be engaged in Video Game Productions. In cases where this Agreement is silent, the provisions of the BCMPA shall apply.

2. DEFINITIONS

- 2.1 **Barks and Onos** means lines that are non-narrative, do not occur in cinematics, walk and talks, or exposition. Barks only occur in game play, either to create an environment, or as direct player feedback. Onomatopoeias represent verbal sounds and noises that do not require words.
- 2.2 **Crowdfunding** means a funding model where developers seek investments/donations from their intended audience to help finance the development of the game. Investments/donations can be sought directly from said audience or via popular crowd funding platforms such as but not limited to Kickstarter or Indiegogo.
- 2.3 **Facial Capture** means recording of the facial movements of a Performer during a Motion Capture, Performance Capture and/or voice-over session.
- 2.4 **Interactive** describes the attribute of products which enable the viewer to manipulate, affect or alter the presentation of the creative content of such product simultaneous with its use by the viewer.
- 2.5 **Interactive Media** means any media on which Interactive product operates and through which the user may interact with such product, including but not limited to personal computers, games, machines, arcade games, all CD-Interactive machines and any and all analogous, similar or dissimilar micro-processor-based units and the digitized, electronic or any other formats no known or hereinafter invented which may be utilized in connection therewith.
- 2.6 **Line of Dialogue** means a line of script of ten (10) words or less, including directed but unscripted dialogue.
- 2.7 **Mobile Platform** means any personal mobile device now known or hereafter invented including without limitation cell phones, smart phones and tablets but excludes videogame portable consoles (e.g. Nintendo Switch).
- 2.8 **Platform** means any and all existing and future offline and/or online ecosystem of technologies, systems, networks, applications and/or services, and all related hardware/peripherals, on which an Interactive product can run, including without limitation:

- a) Computers and/or similar equipment;
- b) Consoles: all types of home, handheld and/or virtual/remote consoles;
- c) Mobile platforms
- d) Cloud gaming technology and remote servers;
- e) Set-top-boxes and/or smart/connected TV;
- f) Virtual reality (VR) and augmented reality (AR)

2.9 **Motion Capture** means recording of movement of a Performer.

2.10 **Performance Capture** means recording of Motion Capture, and/or Facial Capture, as well as an individual's vocal performance.

2.11 **Porting** is when a game originally designed to run on one platform is subsequently converted to run on a different platform, sometimes with minor differences in regards to performance, functionality, gameplay and/or graphics.

2.12 **Recall Session** recall occurs when one or several voice Performers are recalled for an additional one (1) hour session at the applicable rate as provided for in Article 13, for the purpose of correcting, revising or replacing their performance(s) originally recorded in a regular session.

2.13 **Risk Performance** means the undertaking of any action by a Performer (other than a Stunt Performer engaged to perform a stunt or stunts) which action could be considered dangerous and beyond the Performer's general experience, or the placing of the Performer in a position that would normally be considered hazardous.

2.14 **Scratch Tracks** means the voice tracks recorded during a session to be used solely as a temporary placeholder during production of a videogame. Such Scratch Tracks will not be preserved beyond their original use, nor used in the final iteration of a videogame, unless the Performer is re-contracted and paid no less than the applicable minimum fees and Use.

2.15 **Vocal Stress** occurs when challenging vocal sounds requiring significant force and explosive vibration are required from Performers during a voice recording; examples include death screams, battle cries, shrieks or screeches.

2.16 **Walla** means nondescript crowd, background or ambient noises/sounds provided by two or more Performers.

3. OBLIGATIONS OF THE PRODUCER

3.1 **Security Bond** The Union is entitled to require a Producer to post with the Union, prior to the commencement of work by Performers, a performance bond in the amount of ten thousand dollars (\$10,000), (unless another amount is agreed to by the Parties) or such amount to cover:

- a) two (2) weeks Performer payroll (to be based on the production schedule provided by the Producer); and
- b) the insurance and retirement payments.

3.2 **Preference of Engagement** The Producer agrees to give preference of engagement to members of UBCP/ACTRA, subject to the terms of Article 4.

3.3 **Production Information** Producer shall submit to UBCP/ACTRA not later than forty-eight (48) hours, whenever possible, and in any event not less than twenty-four (24) hours prior to the first scheduled working day, the following information, when known:

- a) name of producer
- c) title of production
- c) production dates and location
- d) cast list of Performers
- e) persons or groups for whom work permits are required
- f) name of production liaison (see Clause 3.3)
- g) names of all Minors engaged, with their dates of birth and the names of the Parent(s) of each Minor
- h) total budget
- i) script
- j) casting notices (if requested by UBCP/ACTRA)
- k) the total amount of compensation, up to the maximum as provided for in the applicable agreement, for any Performers in respect of whom the Screen Actors Guild and the American Federation of Television and Radio Artists (SAG-AFTRA) pension and health (P&H) contributions will be made through the ACTRA Performers' Rights Society (ACTRA PRS). An administration fee of one percent (1%) of the total P&H contributions shall be remitted to the ACTRA PRS.

The information detailed above will be provided to UBCP/ACTRA to the extent that it is available to the Producer. UBCP/ACTRA acknowledges that this information may change during the course of production.

3.4 **Production Liaison** The Producer shall advise UBCP/ACTRA of the name of the person having responsibility for production liaison with Performers engaged for a Video Game Production. The production liaison shall attempt to redress Performer complaints and shall work with the UBCP/ACTRA steward to resolve disputes.

3.5 **Copy of Agreement** Each Performer (and/or Performer's agent) whose services are retained by the Producer shall be given a copy of the Agreement before the engagement.

3.6 **Freedom from Harassment**

The Parties agree that everyone should be able to work without fear of harassment or violence, in a safe and healthy environment. The Parties further agree to work cooperatively with each other so that the principles of this section are honoured.

- (a) The Producer will develop a statement on anti-harassment and violence prevention which will be communicated to the cast and crew prior to or on the first day of production. The Producer shall be deemed to have developed such statement where the statement replicates the language of paragraphs (b) to (i) of this Article.
- (b) The Producer shall use its best efforts to maintain a working environment that is free from sexual, racial, or personal harassment, violence and discrimination on grounds prohibited by the *Human Rights Code* as it may be amended from time to time. Currently, the prohibitive grounds include Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex (which incorporates pregnancy and breast feeding), sexual orientation, gender identity or expression, and age. To that end, the Producer shall comply with all applicable obligations pursuant to human rights and health and safety legislation.
- (c) For the purposes of this Article, sexual harassment includes without limitation, behaviour such as:
 - (i) unwanted attention of a sexual nature made by a person who knows or ought reasonably to have known that such attention is unwanted;

- (ii) implied or expressed promise of reward for complying with a sexually oriented request;
 - (iii) implied or expressed threat of reprisal, in the form of either actual reprisal or denial of opportunity, for refusal to comply with a sexually oriented request; and
 - (iv) sexually oriented remarks and/or behaviour that may reasonably be perceived to create a negative psychological and/or emotional environment for work.
- (d) For the purposes of this Article, racial harassment includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome, where such comment or conduct shows disrespect or causes humiliation to a Performer because of the Performer's race, colour, ancestry, place of origin, or ethnic origin and may include:
- (i) actions or comments that are known or ought reasonably to be known to create an intimidating, demeaning or offensive work environment;
 - (ii) actions or comments that may be reasonably perceived to demean, belittle, compromise or cause personal humiliation or embarrassment; and
 - (iii) any act of intimidation or threat
- (e) For the purposes of this Article, personal harassment includes any comment or conduct that is known or ought reasonably to be known to be unwelcome or offensive, which creates an unduly intimidating working environment, which denies individual dignity and respect or which threatens the economic livelihood of that individual.
- (f) When a Performer believes that this Article has been breached in any way, the Performer shall immediately inform the Producer or its designated representative, either directly or with the assistance of a Union representative, of the unwelcome or offensive comment or conduct. When authorized by the complainant, the Union representative shall immediately make the complaint known to a representative of the Producer. The Union will refer the complainant to the Producer's harassment policies and encourage the complainant to notify the Producer. In any event, the Union will request permission to notify the Producer of the complaint. The Performer may at their discretion make their disapproval known to the individual whose conduct is in question. The Producer shall take immediate steps to investigate the complaint in as discreet and confidential a manner as possible, and to take appropriate action, up to and including dismissal, against any person found to have violated this Article. When deemed appropriate by the Producer, the Producer will limit or eliminate points of contact between the complainant and the individual whose conduct is in question while the investigation is in process.
- (g) Because of the sensitive nature of these types of complaints, all Parties shall address and resolve these complaints promptly and in as confidential a manner as possible.
- (h) The Parties agree that a Producer shall have just and reasonable cause to cancel a Performer's engagement for the purposes of Article A1905 of the BCMPPA if the Performer violates this Article of the Video Game Agreement or violates the Producer's statement on anti-harassment and violence prevention by engaging in harassing and/or violent behaviour towards any other individual engaged on the Production, or by not respecting the statement.
- (i) Retaliation or reprisals against any Performer who raises a bona fide complaint pursuant to this Article will not be tolerated.

4. PREFERENCE OF ENGAGEMENT

- 4.1 The Producer shall, at the earliest opportunity before production of each videogame, inform UBCP/ACTRA of cast requirements of the Video Game Production in order to review and discuss.

4.2 The Producer commits itself to real and bona fide casting sessions respecting preference of engagement for UBCP/ACTRA members in a professional audition environment consistent with good industry standards.

This shall include:

- a) The first audition for any role shall be limited to a maximum of five (5) pages of script.
- b) When an audition requires Vocal Stress, the Producer shall make best efforts to provide either an in person audition session or make a studio or other recording facility available for self-tape purposes.
- c) The Producer shall provide character breakdowns, sides and or scripts available to Performers no less than three (3) business days prior to an audition.
- d) Performers shall not be required to translate any audition material from any language to another language.
- e) Performers shall be provided with an audio guide for any auditions required in a language other than English.

4.3 UBCP/ACTRA agrees that the Producer shall be entitled to retain the services of non-members in the following circumstances:

- a) to play a character already performed by that Performer in a pre-existing Video Game Production;
- b) where the non-member Performer is a very well-known performer whose services are retained with the expectation that their appearance will substantially increase the Video Game Production's marketability;
- c) where the Producer is under a contractual obligation with a third party – whose authorization is required in order to produce or exploit the Video Game Production – to retain the services of a non-member Performer as a condition for its right to produce or exploit such Production

4.4 For more certainty, nothing in this Article shall be deemed to prevent the application of any other exception otherwise applicable under any other the BCMPPA.

4.5 After making reasonable efforts to comply with the preference of engagement requirements and having established that a person who is not a Member of the Union is required, an application shall be made for a work permit on an appropriate work permit application form supplied by the Union at least 48 hours prior to the commencement of work.

4.6 If the performance is to be recorded outside of Canada for an "in-scope" Video Game Production, then the Producer must ensure that the Performer is engaged and contracted according to the requirements of the Performer's union/guild of the jurisdiction where the recording will take place, provided that the Producer has an agreement with such union/guild. If there is no such union or agreement, the Performer will be placed under an UBCP/ACTRA contract.

5. CONDITIONS OF ENGAGEMENT

5.1 **Booking** Upon Booking, Performers shall be given specific notice of the Role(s) to be played, date(s), time and place of production and work schedule. The Booking shall be confirmed, in writing by means of a completed contract which shall specify all terms of the agreement including, but not limited to definite date(s) and fee(s) within forty-eight (48) hours of the Booking, whenever possible.

Additionally, to the extent known at the time of the booking, a description of the role to be played and the nature of the work must be given. Such description should include:

- a) Game genre

- b) The game's intended rating based on the Pan European Game Information (PEGI) and/or Entertainment Software Rating Board (ESRB) rating systems.
- c) Any content of an intimate, sensitive or violent nature including but not limited to, intimacy, simulated sexual activity and/or sexual violence; graphic violence; profanity, discriminatory content, characters and/or language, and drug use.
- d) If the character will appear nude during the game.
- e) If the role requires any additional language, dialect or accent.
- f) If the Performer is reprising an established character role in a subsequent game.
- g) The name of the franchise for existing games.

5.2 **Provision of Contract** The Performer shall be provided with a contract before the beginning of their performance.

5.3 **Conflict of Interest** Article A418 of the BCMPPA shall only apply in the case where the Producer engages a Casting Director. For greater certainty, if the Producer engages a voice director who is a member of UBCP/ACTRA and is mandated to select talent, Article A418 does not apply.

6. GRIEVANCES

6.1 Grievance procedures are pursuant to Article 10 of the BCMPPA.

6.2 To the extent possible, arbitrators shall be selected on the basis of their knowledge of the Interactive or Video Game industry.

7. CONDITIONS OF WORK

7.1 **Video Game Production Information (Call Sheet)** When a Performer is required for a Motion Capture or Performance Capture session, the Producer shall use reasonable efforts to provide them a schedule of scenes to be recorded during that session, meal times, and production contacts. Every reasonable effort will be made to schedule lead Performers, so they are not required to wait an excessive amount of time.

7.2 **Provision of Script** The Producer shall use reasonable efforts to make scripts available to Performers no less than forty-eight (48) hours prior to the Performer's scheduled call time. The Producer shall use reasonable efforts to make rewrites available to Performers no less than twenty-four (24) hours prior to the Performer's scheduled call time.

7.3 **Vocal Stress** Any dialogue requiring Vocal Stress shall be limited to the final two hours of a session. Performers engaged to perform Barks, Onos or other vocally stressful work may request and be granted a break during which they shall not be required to provide any work.

7.4 **Temp Tracks during Motion Capture** Should a Performer be required to memorize in advance and deliver more than fifteen (15) lines of dialogue for timing purposes during the course of Motion Capture, they shall be paid an amount not less than the appropriate Performance Capture session rate.

7.5 **Number of Roles for Off-Camera (Voice) Performers** Payment of the minimum fee for Voice Performers shall cover the performance of no more than:

- a) two (2) Principal Roles (i.e., six (6) lines or more) plus one (1) Actor Role (i.e., less than six (6) lines but more than ten (10) words), plus one (1) Incidental Role (i.e., ten (10) words or less) plus crowd noises and/or additional sounds, or
- b) one (1) Principal Role plus two (2) Actor Roles plus two (2) Incidental Roles plus crowd noises and/or additional sounds.

7.6 **Meal Periods** Each Performer shall be provided a meal period of one (1) hour not later than after the completion of six (6) hours of work, calculated from the first call for the Performer. Completion of the shot (grace period) shall not be considered a breach of this provision. Such grace period shall not be longer than 15 minutes. Where the meal is not provided on the set, actual time spent changing from costume to street clothes or the reverse and travelling to and from the restaurant or other eating establishment shall be considered work time.

8. STUNTS

8.1 **Stunt Coordinator** A Stunt Coordinator shall be engaged for any Motion Capture or Performance Capture Session where Stunt(s) or Risk Performance(s) are to occur. Such Stunt Coordinator is responsible for the creation and engineering of stunts and the recommendation to the Producer of suitable Performers capable of performing such stunts. The Stunt Coordinator must be a member of UBCP/ACTRA and be an experienced and qualified Stunt Performer. In consultation with and subject to the approval of the Producer, the Stunt Coordinator is responsible for recommending:

- a) the number and category of performers required for the stunt;
- b) the amount of stunt adjustment that is required for each performance of each stunt; and
- c) the safety precautions that are required for each stunt.

8.2 **Stunt Adjustment** The fee for a Stunt Performer to perform a stunt shall be the Motion Capture or Performance Capture session fee, as appropriate, plus any additional amount (stunt adjustment) that may be negotiated between the Stunt Performer, Stunt Coordinator and the Producer in relation to the difficulties, danger, and other pertinent details regarding the stunt to be performed.

8.3 **Stunt Doubling** Performers shall not as a rule be required to undertake Risk Performances. Whenever possible, the Producer shall engage qualified Stunt Performers to undertake such work. Where it is not possible to engage a qualified Stunt Performer and another Performer is called upon to undertake a Risk Performance, they may:

- a) negotiate an additional fee, which shall not be less than the fee for a Stunt Performer;
- or,
- b) refuse to perform the Risk Performance, but such Performer shall be paid fully for the engagement.

8.4 **Stunt Rigging** The work of stunt rigging (i.e., the rigging and operation of stunt and safety equipment used to manipulate or provide safety to a Performer or Stunt Performer) shall be carried out by Stunt Performers who are UBCP/ACTRA members and shall be compensated at the Motion Capture rate.

8.5 **Safety and Protection of Performers when doing Hazardous Work** A paramedic or registered nurse shall be present on all sets where hazardous work is planned. The Producer shall properly equip this person, establish the capabilities of nearby medical facilities, and provide transportation and communication with these facilities.

9. CREDITS

9.1 Credits

- a) Any Performer may negotiate the size and placement of their personal credit but at a minimum, the Producer shall place at the end of each Video Game Production a list of credits, including the name of each Performer and the Roles played.
- b) The Producer shall use reasonable efforts to include the UBCP/ACTRA logo in the end credits of each Video Game Production, if that of any other union or guild is included.

10. EXCERPTS

10.1 Use of excerpts from any game that are used in future titles of that game shall follow the guidelines outlined in Article A3301 of the BCMPPA.

10.2 For greater certainty, Excerpts as provided for in the BCMPPA, Article A3301 (b), include:

- a) recaps, previews or teasers within a series of games, if any;
- b) use of Excerpts for the purpose of:
 - i) advertising or promoting future games in any media, including multimedia devices, theatres, television and Internet;
 - ii) in awards programs, and
 - iii) in magazines and programs related to multimedia games.

It does not include excerpts used to promote services or products other than the Video Game Production.

10.3 **Use of Game Excerpts in Linear Productions** The BCMPPA provisions regarding Excerpts shall be used when portions of games are excerpted into such Productions as documentaries and web series.

11. ARTIFICIAL INTELLIGENCE

11.1 The Parties acknowledge the importance of human performance in video games and the potential impact on employment under this Agreement when an Artificial Intelligence (AI) system is used or a digital replica is created or altered, for a role that would otherwise be performed by a human.

The Parties agree that the Producer may use current technologies and practices to adjust an existing performance provided that the performance remains substantially as scripted, performed and/or recorded.

The parties further acknowledge that the technology is rapidly evolving, and new technologies may be developed that perform many of the same functions of AI, whether known or unknown, as described above. The term AI is used here for convenience and this article shall also apply to those technologies.

11.2 **Consent** Prior to creating a digital replica or using any recording, capture, or performance in an AI system, the Producer shall obtain the express written consent of UBCP/ACTRA and the Performer. The consent must be clear and conspicuous and may be obtained through an addition to the Performer's contract that is separately signed or initialed by the Performer and the Union, or in a separate writing that is signed by the Performer and the Union. The Producer must also provide UBCP/ACTRA with a full description, in advance of said proposed use, that includes:

- a) The number of Performers, dates, and categories of performances that will be used; and
- b) The intended type and use of any audio, visual, or audiovisual content generated by AI.

For clarity, the use of any performance or recording, or part thereof, by AI without the consent of UBCP/ACTRA and the Performer is strictly prohibited. If any performance or recording is used without consent, or in any manner other than specifically contracted for, the Producer shall be responsible for any and all damages that result from the breach, and an Arbitrator has full authority to fashion an appropriate remedy.

The Producer further agrees to neither sell nor transfer ownership of all or part of a recording or performance, and all associated data, of a Performer to any third party for exploitation of AI. The Producer further agrees to label and store all performance data in a manner that is determined to be secure by UBCP/ACTRA.

- 11.3 **Compensation** If a Producer uses any portion of a Performers recording, capture or performance in an AI system, the Performer shall be compensated at no less than the applicable session fee plus use fees for the number of production days that the Producer determines the Performer would have been required to work.

12. PROMOTION AND SOCIAL MEDIA

12.1 Publicity Stills, Trailers and Promos

If the Producer desires the services of a Performer in making publicity stills, promos or trailers, the Performer shall be paid the applicable performance category rate as follows:

- a) If the Performer doesn't otherwise appear in the Video Game Program they shall paid a minimum four (4) hour call plus applicable Use Fees.
- b) If the Performer also participates in the Video Game Program and are called in for a separate session to perform in the publicity stills, trailer or promo, they shall receive a minimum two (2) hour call plus applicable Use Fees.
- c) If the Performer is requested to perform in a publicity still, trailer or promo during a regularly scheduled session for the Video Game Production, the Performer shall receive an additional one (1) hour call plus applicable Use Fees.
- d) The publicity stills, promos, or trailers may be used as follows:
 - i) demo of the Video Game Production;
 - ii) still photographs in the magazines and programs related to Video Game Production, user guides, user instructions or other printed publications (such as labels, boxes, sleeves, booklets, inserts and other packaging of copies of the Production) related to the Video Game Production;
 - iii) use of excerpts of two (2) minutes or less and of still photographs from the game in trailers, publicity and promotion (including programs related to Video Game Productions) in any media including Interactive Media and conventional use;
 - iv) to promote the Video Game Production in any media including Interactive Media and conventional use.

- 12.2 **Promotional Appearances** When a Performer is required to attend conventions, fan meetings, autograph sessions, etc., or make live appearances to promote a game, as themselves or a character(s) they portray, the producer shall negotiate a fee with the Performer or the Performer's representative.
- 12.3 **Social Media** When a Performer is required to blog, tweet, etc., as themselves or a character(s) they portray, the Producer shall negotiate a fee with the Performer or the Performer's representative. An appropriate representative of the Producer will outline the requirements in writing to the Performer or the Performer's representative.
- 12.4 **Promotional Material** The Producer shall provide any promotional packages, including artwork or supporting visual elements to Performers who appeared on the Video Game Production, when such material becomes available. The Performer shall have the right to use the materials to promote themselves and the Video Game Production on their social media platforms.
- 12.5 **Producer to Credit Performer in Social Media** Upon request of the Performer, the Producer shall tag a Performer's social media account(s) when using clips of the Performer's work to promote the Video Game Production on the Producer's social media platforms.
- 12.6 **Ability of Performer to Promote** Any rider or other agreement between the Producer and the Performer should not restrict the Performer from promoting their work once the Video Game Production has been released.

13. ADMINISTRATION AND INSURANCE & RETIREMENT PAYMENTS AND DEDUCTIONS

- 13.1 **Insurance** The Producer shall contribute to UBCP/ACTRA an amount equal to six and one half percent (6.5%) of the Gross Fees (including Use fees) paid to all Performers.
- 13.2 **Retirement**
- a) The Producer shall contribute to UBCP/ACTRA an amount equal to seven percent (7%) of the Gross Fees (including Use Fees) payable to all Performers who are Members of the Union; and
 - b) The Producer shall deduct and remit to UBCP/ACTRA an amount equal to three percent (3%) of the Gross Fees (including Use Fees) payable to each Performer who is a Member of the Union.
- 13.3 **Equalization Payments** In order to equalize the payments in respect of Union Members and non-members, the Producer shall contribute to UBCP/ACTRA an amount equal to seven percent (7%) of the Gross Fees (including Use Fees) payable to each Performer who are not members of the Union.
- 13.4 In addition, an administration fee of two percent (2%) of Performers' Gross fees (including Use fees) is payable to UBCP/ACTRA.
- 13.5 The Producer shall also deduct an amount equal to two and one-quarter percent (2.25%) of the Gross fees paid to each Performer who is a Full Member – as opposed to an Apprentice Member – of UBCP/ACTRA and remit these amounts to /ACTRA as membership dues.
- 13.6 Permit fees for an Apprentice Member shall be deducted from such Apprentice Member's fees and remitted to the local office of UBCP/ACTRA.
- 13.7 Work permit fees shall be paid for or deducted from non-members of UBCP/ACTRA per Article 4 of this Agreement.

14. MINIMUM FEES

14.1

2024 Session Fees					
Category	2 hour call	4 hour call	8 hour call	Hourly rate	Overtime (hourly)
Voice (with or w/o Facial Capture)	\$502	\$673	N/A	N/A	\$179
Walla	\$330	\$439	N/A	N/A	\$166
Motion Capture	\$349	\$559	\$931	\$117	\$173
Performance Capture & Temp Tracks	N/A	\$810	\$1,448	\$179	\$268
Stunt Coordinator	\$612	\$980	\$1,634	\$202	\$305
Likeness	\$1,391	N/A	N/A	N/A	N/A
Recall	N/A	N/A	N/A	\$373	N/A

14.2 Overtime

- a) Voice and Walla: Should a two (2) hour session run over two (2) hours, the fee for such session shall immediately revert to the fee for a four (4) hour session. Hours beyond four (4) shall be paid at the applicable overtime rate.
- b) Motion Capture, Performance Capture and Temp Tracks: Should a two (2) hour session run over two (2) hours, the third (3rd) hour shall be paid at the hourly rate. Should the session continue into the fourth (4th) hour, the four (4) hour rate shall be paid for the session. Similarly, should the session continue into the fifth (5th) hour, the hourly rate will be paid for that hour. If the session continues beyond the fifth (5th) hour, the eight (8) hour rate shall apply. Hours beyond eight (8) shall be paid at the overtime rate.

14.3 **First Playable Prototype [FPP] (Demo)** The FPP is for evaluation purposes only and shall be paid at 50% of the applicable session fee. Should any performance recorded for the FPP be used in the final version of a Video Game Production, the fee shall be upgraded to one hundred percent (100%) of applicable session fee. Applicable Use fees shall be paid.

14.4 **Walla** A Performer (or his or her agent) must be notified in writing prior to engagement that the Producer shall be recording Walla. If the required notice is not given, then the session shall be paid under the standard Voice session fee. A Performer hired for Walla cannot perform standard Voice performance in the same session.

15. LOCALIZATION & DUBBING

15.1 **Localization/Dubbing** means the voice performance by a Performer, off-camera, to replace another Performer's performance in an existing Video Game Production originally produced and/or exhibited in a language other than English, or from English or a foreign language into another foreign language.

Qualification under this section of the Agreement is at UBCP/ACTRA's sole discretion. To qualify for this section of the agreement, the Union will evaluate the Program based on the following criteria:

- a) Program was originally scripted in a foreign language
- b) Localized recording is done to finished visual production. The Producer should be relying on the Performer to lip sync to existing lip flaps that were animated based on the original foreign language voiceover; and
- c) Intellectual property owner is based outside of Canada

Fees for localization/dubbing are based on 150% of the minimum fees, as set forth in Section 14.

16. USE FEES

16.1 Payment of applicable Use fees entitles the Producer to Use of the Video Game Production in perpetuity.

16.2

Use Fee Percentage		
	Mobile	Multiplatform
Voice (with or without Facial Motion Capture)	90%	165%
Walla	65%	65%
Motion Capture	65%	65%
Performance Capture *	90% per art. 16.7	165% per art. 16.7

16.3 Use fees are not applicable to the following categories of performance:

- a) Temp Tracks
- b) FPP (Demo)
- c) Stunt Coordinator
- d) Likeness
- e) Guide Voice Tracks, not for use in the finished Video Game Production

16.4 **Likeness** Payment of the Likeness session fee entitles the Producer to Use of the Likeness in perpetuity.

16.5 **Porting of a Production** Should the Producer wish to Port a Production to another platform Use, the Performer fee shall be increased to no less than the rates outlined in Section 16 for Multi-Platform Use.

16.6

Example of Total Fees (Session + Use Fees) based on 2024 rates					
Category	2hr session	4hr session	8hr session	Hourly Rate	Overtime (hourly)
Voice – mobile 90%	\$954	\$1,279	N/A	N/A	\$339
Voice – multi 165%	\$1,330	\$1,784	N/A	N/A	\$473
Walla - 65%	\$544	\$724	N/A	N/A	\$274
Motion Capture - 65%	\$575	\$922	\$1,537	\$192	\$286
Performance Capture – mobile 90% per art. 16.7	N/A	\$1,399	\$2,490	\$340	\$509
Performance Capture – multi 165% per art. 16.7	N/A	\$1,588	\$2,866	\$474	\$710

16.7 Performance Capture Use Formula

- i) four (4) hour sessions: 50% of the two (2) hour Voice session fee plus applicable Use percentage on that amount plus applicable Motion Capture session fee plus 50% use on the four (4) hour Motion Capture session fee.
- ii) eight (8) hour session: two (2) hour Voice session fee plus applicable Use percentage on that amount plus eight (8) hour Motion Capture session fee plus 50% of the Motion Capture eight (8) hour session fee.

16.8 **Remaster** When a pre-existing game is revamped with touched-up or updated graphics, repainted visuals, updated mechanics, or any type of modernization/quality of life updates that build off of the games original foundation, in order to re-package and remarket the game for new distribution and sale, the Performers appearing in the updated

version shall receive an additional Use payment of (50%) of their original session fees. For clarity, Remaster does not include DLCs, live services, platform porting or general updates made during the game’s original life.

- 16.9 **Remake** When a pre-existing game is rebuilt from the ground up in order to re-package and remarket the game for new distribution and sale, Performers shall receive an additional Use payment of 100% of their original session fees.
- 16.10 **Right of Audit** Any examination and audit shall be performed by independent auditors, selected by UBCP/ACTRA, but not by members of UBCP/ACTRA staff.

17. ANNUAL BUSINESS REVIEW

- 17.1 The Parties agree to meet annually to review in good faith the relationship of UBCP/ACTRA and Producer, and the application of the Agreement.

18. TERM

- 18.1 This Agreement will become effective upon execution and remain in effect for the duration of the Video Game Production “_____”.

Signed this _____ day of _____, 2024.

UBCP/ACTRA

The Producer

Per _____

Per _____

GUIDELINES FOR VOCAL STRESS AND VOCALLY EXTREME PERFORMANCES PRODUCTION AND VOICE DIRECTORS

The goal is to protect performers' voices when auditioning, preparing and performing vocal extremes. Adequate time shall be scheduled between sessions for vocal rest.

Audition

- Always specify when roles will require vocally stressful lines
- Avoid adding vocally stressful lines in self-tape auditions
- When possible, auditions requiring vocal extremes to be demonstrated will take place live, in-studio
- Please notify the casting team if vocally stressful lines will be needed in auditions so they can coordinate a studio space for actors to self-tape
- Character breakdowns, sides and/or scripts shall be made available to performers 48 hours prior to an audition
- Performers will be informed that projection can be reduced on their self-tape auditions. The Producer shall refrain from requesting death rattles or anything else that would be too loud or strenuous to record at home. If the Producer requires vocal extremes to be demonstrated by the performer, an in-studio callback shall be requested.

Session Preparation

- When sessions are requested that contain vocally stressful lines, please advise the casting team so that they can notify the performer as soon as possible
- Reasonable efforts shall be made to provide scripts to performers 48 hours (*24 hours for revisions*) in advance of their scheduled call time to give performers adequate time to prepare
- Plan to record all vocally stressful lines towards the end of sessions
- Do not plan to exceed 2 hours of vocally strenuous lines per actor per 2 days. Always make vocally extreme lines clear in the script
- Performers shall be notified on breakdowns and at the time of booking if voice session(s) will involve high intensity barks and onos with expectations clearly outlined.

In Session

It is the responsibility of the Voice Director as well as the Voice Designer present in-session to:

- Encourage the performer to ask for breaks when they need one
- 10-minute breaks will be provided every hour for all voice sessions.
- Encourage the performer to ask to end the session if they feel their voice is at risk
- Stop the session if the performer is demonstrating signs of vocal strain
- Keep the number of takes at a minimum for vocally stressful lines
- Guide performers and provide suggestions on how to sustain their voices
- If the performer displays signs of vocal fatigue, the Voice Director will end the session early.
- Notify the casting team if an actor demonstrated signs of vocal strain during a session
- All vocally strenuous lines are kept to the end of sessions and will never exceed 2hrs.
- The Voice Director shall make best efforts to keep the number of takes at a minimum per line and will be present for all recording sessions to guide performers and provide suggestions on how to sustain their voices.
- Water, herbal tea, throat coat and lozenges to be provided to performers at their sessions.