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# Standard Clauses And Contracts

~~2021 – 2024~~2025-2028  
~~Extension to June 29, 2025.~~

**Playwrights Guild of Canada (PGC)**  
~~P.O. Box 60022, Queen-Beverley P.O.~~  
44 Victoria St., 12<sup>th</sup> Floor  
Toronto, ON ~~M5V 0C5~~ M5C 1Y2  
<https://playwrightsguild.ca/>

**Professional Association of Canadian Theatres (PACT)**  
250 The Esplanade, Suite 307  
Toronto, ON M5A 1J2  
[www.pact.ca](http://www.pact.ca)

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Professional Association of Canadian Theatres**

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Professional Association of Canadian Theatres**

## **Introduction**

This constitutes the operating document that lays out a series of Standard Clauses applicable to all Contracts between the Members of the Playwrights Guild of Canada (PGC) and the Members of the Professional Association of Canadian Theatres (PACT).

This document will define standards that will allow the best work possible to reach our stages in the best productions that our combined skills as Theatres and Playwrights can achieve.

Both the Theatre and the Playwright agree that each and every clause contained in these Standard Clauses is and becomes part of an individual PGC/PACT Contract. When such a Contract is signed by both parties, with all appended riders, it constitutes a legal binding agreement.

## **Definitions**

### **Agreement:**

The general provisions and definitions contained within the Standard Clauses ~~and the Contract~~ forms as provided herein.

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### **Commission:**

A contractual relationship entered into by a Theatre with a Playwright, for a predetermined fee, to cause a Play to be written.

### **Contract:**

The form which includes the negotiable clauses pertinent to this Agreement to be completed and signed by the Playwright and Theatre. The three types of Contracts are Stock, Premiere and Commission. Refer to these definitions contained herein for each type of Contract.

### **Final Draft:**

The copy of the Playwright's script that shall be agreed by the Theatre and the Playwright as fulfilling the terms of the Commission Contract. While it is understood that acceptance of the final draft shall be considered binding in terms of the commission, the Playwright may make further revisions to the script in consultation with the Theatre and in accordance with standard working practice.

### **First Draft: ~~T~~**

The first complete submitted version of a commissioned play.

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### **Guarantee:**

The Guarantee is the minimum, non-refundable payment that must be made to the Playwright. ~~The Guarantee is also an advance against royalties. The Guarantee shall be based on the potential royalties as projected by the Theatre in accordance with the current experience and expectations at the Theatre's venue.~~ It is calculated based on the potential royalties projected by the Theatre, using the Theatre's experience, ~~- and expectations.~~ and venue.

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The Guarantee is an advance against royalties and counts toward the total royalties the Playwright earns. If the Guarantee exceeds the total royalties ultimately owed, then no additional royalty payment will be required.

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The Guarantee for productions with runs of 7 (seven) or more performances shall ~~not be less than \$2000 (two thousand dollars); increase over the length of the Agreement as follows:~~

~~June 30, 2025- June 29, 2026: \$2288~~

~~June 30, 2026- June 29, 2027: \$2356.65~~

~~June 30, 2027 – June 29, 2028: \$2427.35~~

The Guarantee for productions with runs of fewer than 7 (seven) performances shall be as follows:

~~Sept. 30, 2021 June 30, 2025 – June 29, 2026: \$75.00~~ June 30, 2025 – June 29, 2026: \$128.75

~~June 30, 2022-2026 – June 29, 2027: \$100.00~~ June 30, 2022-2026 – June 29, 2027: \$132.60

~~June 30, 2023-2027 – June 29, 2028: \$125.00~~ June 30, 2023-2027 – June 29, 2028: \$136.60

The Guarantee for TYA productions shall be negotiated in accordance with the relevant TYA Contracts.

### Minimum Commission Fees:

Minimum Commission fees are based on a Theatre's gross annual revenue from the previous year. ~~New minimums take effect June 30 for each year listed below:-~~

~~1 – under \$1,000,000 minimum is \$3,060.00;~~

~~2 – from \$1,000,001 to \$3,499,999 minimum is \$5,100.00;~~

~~3 – from \$3,500,000 to \$4,999,999~~

Previous season revenue	2025-26	2026-27	2027-28
Under \$1,000,000	\$3,182.40	\$3,277.90	\$3,376.20
From \$1,000,000 to \$3,499,999	\$5,304.00	\$5,463.10	\$5,627.00
From \$3,500,000 to \$4,999,999	\$6,364.80	\$6,555.75	\$6,752.40
From \$5,000,000 to \$9,999,999	\$8,486.40	\$8,741.00	\$9,003.20
Over \$10,000,000	\$12,729.60	\$13,111.50	\$13,504.85

~~\$6,120.00;~~ minimum is

~~4 – from \$5,000,000 to \$9,999,999 minimum is \$8,160.00;~~

~~5 – over \$10,000,000 minimum is \$12,240.00.~~

~~Due to the impact of COVID-19 on the industry, Minimum Commission Fees will be determined using a Theatre's average gross annual revenue from the fiscal years ending 2017, 2018, and 2019.~~

~~The above determination of Minimum Commission Fees will apply until the Theatre's gross annual revenue exceeds this average.~~

### Option:

A written Agreement which grants the Theatre the exclusive right, within a specified period and in a specified territory, to acquire a license to produce a stage production of the Play. An option does not convey this license in and of itself.

### Participation Rights:

~~The Theatre's right to receive a share of the Playwright's future earnings from royalties for a specified length of time. It is understood that Participation Rights are optional and are to acknowledge the Theatre's outstanding contribution to the development of a play. Participation~~

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Rights are a share of the Playwright's future earnings from royalties granted by the Playwright to the Theatre for a specific length of time to acknowledge when the Theatre has made a significant contribution to the development of a play.

It is the Theatre's prerogative to negotiate these rights with the Playwright.

#When Participation Rights are negotiated between the Playwright and the Theatre, they will be detailed in a rider attached to an existing Commission or Premiere contract and will outline agreed conditions as follows:

- When the Playwright has cleared the threshold in royalties within a 12- (twelve-) month period following the final performance of the play's Premier production, then a percentage of royalties is to be paid to the Theatre. The percentage is to be negotiated prior to signing.
- Thresholds are determined by the Theatre's annual budget, as follows:
  - o Theatre budget under \$1,000,000: \$10,000 in royalties
  - o Theatre budget from \$1,000,000 to \$3,499,999: \$15,000 in royalties
  - o Theatre budget from \$3,500,000 to \$4,999,999: \$18,000 in royalties
  - o Theatre budget from \$5,000,000 or more: \$25,000 in royalties

- Threshold when the Theatre is entitled to begin receiving Participations Rights (minimum is when the Playwright has earned \$25,000 [twenty-five thousand dollars CDN] in royalties within a 12 [twelve]-month period following the final performance of the Play's premiere production).
- A percentage of royalties to be paid to the Theatre to be determined (percentage will only apply to amounts above the minimum agreed).
- Duration is a (maximum of 5 [five] years/60 [sixty] months).
- Details of the Theatre's significant contribution to the play including but not limited to commissions, workshops and readings, dramaturgical support and promotion of the play to other producers. For example, the listing of workshops, marketing package, run of significant length to add value, invitations and comps to other producers, submissions to award considerations, connections to publishers, etc.

- Details of the Theatre's contribution to the Play including but not limited to commissions, workshops and readings, dramaturgical support and promotion of the Play to other producers.

### **Point of Origin:**

The municipality in which the Theatre has its headquarters for the purposes of notices and application and interpretation of the Contract.

### **Premiere:**

First production of a work.

### **Right of First Refusal:**

Right of First Refusal allows the Theatre the opportunity to match or better any or all other offers relating to the production of the Play, for a specified period of time and in a specific territory.

### **Royalty:**

A percentage payment for the use of the Playwright's copyright literary material, based on the Theatre's receipts for the performance of the Play.

### **Short Play:**

For the purposes of this agreement, a "Short Play" is defined as a Play with an intended running time of under 20 (twenty) minutes in length.

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**Commissions:**

The minimum commission for a Short Play is \$1,250 (one-thousand, two-hundred and fifty dollars).

**Guarantees & Royalties:**

The minimum Guarantee for a Short Play with a run of 7 (seven) or more performances is \$750 (seven-hundred and fifty dollars).

The minimum Guarantee for a Short Play with a run of fewer than 7 (seven) performances shall not be less than \$50 (fifty dollars) per performance.

The minimum royalty for a Short Play is 10% of gross box office receipts.

**Short Plays As a Part of a Series:**

This definition only applies where 3 (three) or more Short Plays are performed live for an audience and tickets for each play cannot be purchased individually.

**Commissions:**

The minimum Commission fee for a Short Play as a Part of a Series is \$1,000 (one thousand dollars).

**Guarantees & Royalties**

The minimum Guaranteed fee for a Short Play as a Part of a Series, notwithstanding the total number of performances, is \$50 (fifty dollars) per performance.

The minimum royalty for a Short Play as Part of a Series is 10% (ten percent) of the total Guaranteed Fee for the run, or the commission fee, whichever is higher.

**Stock:**

Second or subsequent productions.

**Theatre for Young Audiences Definitions:**

**Theatre for Young Audiences (TYA):** A company presenting theatrical productions for presentation primarily to children, youth, and young adults.

**Mainstage TYA Performance and Tour:** The Theatre company presents/produces mainstage productions at the point of origin or on tour (excluding school tours) for which the playwright receives a percentage of the box-office or presentation fee. See Standard Clause 3 for minimum rates.

**School Tour:** The Theatre company tours a production or productions to a school or schools, receiving a flat fee per performance, for which the playwright is also paid a flat rate per performance royalty fee. See Standard Clause 4 for school tour minimums.

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## Standard Clauses

### **1. Bargaining Agents and Applications**

PACT and PGC recognize each other as bargaining agents on behalf of their Members with regard to the negotiation of this Agreement. The terms of this Agreement are the result of negotiations between representatives of PACT and PGC.

This Agreement shall apply to all Members of PGC whose work is contracted for by Members of PACT. This Agreement shall apply to all Regular, ~~and~~ Commercial, ~~and Associate~~ Members of PACT who contract work by Members of PGC.

### **2. Agreement Administration**

This Agreement shall be jointly administered by PGC and PACT in all of its facets on a principle of equality between PGC and PACT in all matters pertaining to the administration of the Agreement's provisions. Questions regarding the administration of this Agreement may be directed to the offices of either organization. Neither of the organizations may make an interpretation binding on the other without the written consent of the other.

### **3. Rates and Conditions**

All Members of PACT and PGC shall adhere to the rates and conditions of this Agreement provided herein. However, nothing shall prevent any Playwright from negotiating better terms in ~~his/her/their~~ Contract. The agreed upon minimum royalty for Premiere and Commission Contracts is 10% (ten percent) or 12% (twelve percent) for Premiere Musicals of gross box office receipts. Not included in the calculation of gross box office receipts are credit card charges, group sales commissions and all sales tax, goods and services or similar government taxes. Other exceptional surcharges may be submitted to the Joint Standing Committee for consideration.

When a Third-party organization is the recipient of Capital Improvement Funds (CIFs), the Theatre may apply to PACT and PGC to exclude the CIF from gross box office receipts.

The agreed upon minimum period of exclusivity for Premiere and Commission Contracts is 52 (fifty-two) weeks.

#### **Benefit, Sponsored Seats:**

For the purposes of calculation of Royalties only, where more than 50% (fifty percent) of the seats of any performance are gifted to a donor or sponsor in exchange or recognition for a cash contribution to the theatre, or are sold as a benefit for the Theatre or another organization, Royalties will apply. The Royalty calculation for the production will include the value of total gifted seats as if they were sold at the regular group ticket price for that time and day. The Playwright will be paid a Royalty as agreed to above on the regular group ticket price for that time and day of the week.

### **4. Fees and Conditions for Theatre for Young Audiences**

#### **School Tour**

On a Theatre for Young Audience school tour the agreed minimum fee per performance shall be not less than ~~\$72.50 (seventy-two dollars and fifty cents); the following amounts over the course of the Agreement:~~

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June 30, 2025 – June 29, 2026: \$75.40

June 30, 2026 – June 29, 2027: \$77.70

June 30, 2027 – June 29, 2028: \$80.00

## **5. RRSP**

For each Contract, the Theatre and the Playwright will participate in PGC's RRSP program for PGC Members ~~with the exception of any of the following:~~

- ~~The Development Letter of Understanding, and~~
- ~~The Workshops and Readings Letter of Understanding,~~
- Production runs with less than 7 (seven) performances.

~~for each Contract, the Theatre and the Playwright will participate in PGC's RRSP program for PGC Members.~~ **Calculation:**

~~Playwright will participate in PGC's RRSP program for PGC Members.~~ **Calculation:**

The Theatre will deduct 3% (three percent) of payments to the Playwright, with a minimum deduction per contract of \$150.00 (one hundred and fifty dollars) to a maximum of \$450.00 (four hundred and fifty dollars) per contract. The Theatre will add a matching contribution of 3% (three percent), with a minimum contribution per contract of \$150.00 (one hundred and fifty dollars) to a maximum of \$450.00 (four hundred and fifty dollars) per contract, for a total contribution payment of 6% (six percent) or \$900.00 (nine hundred dollars), whichever is less.

PGC members over 65 years of age are entitled to the cash value of the Theatre's contribution to PGC's RRSP program for PGC members. The Theatre will remit 3% (three percent) of the royalty directly to the Playwright, with a minimum contribution per contract of \$150.00 (one hundred and fifty dollars) up to a maximum of \$450.00 (four hundred and fifty dollars). This amount will be added to the final reconciliation of all contracts.

In cases where there are two or more Playwrights engaged under the same contract, each Playwright that is a Member of the Playwrights Guild of Canada shall share the RRSP deduction and contribution. Only Members of the Playwrights Guild of Canada shall share the RRSP deduction and contribution.

### **Remittances:**

~~Upon signing, the Theatre will remit to PGC a first RRSP contribution of \$300.00 (three hundred dollars – Playwright's \$150.00 deduction plus Theatre's \$150.00 contribution) with 1 (one) copy of the signed Contract.~~  
~~150.00 deduction plus Theatre's \$150.00 contribution) with 1 (one) copy of the signed Contract.~~

~~Within 30 (thirty) days after the closing of the production, the Theatre will remit the balance of RRSP contributions to PGC along with a final box office report. In the case of a Commission Contract, the Theatre will remit the balance of RRSP contributions to PGC upon final payment to the Playwright.~~

Upon signing, the Theatre will remit to PGC 1 (one) copy of the signed Contract, and a first RRSP contribution of \$150.00 (one hundred and fifty dollars). The remittance will be comprised of the playwright's total pre-production deduction (calculated at 3% of the Guarantee or commission fee).

Within 30 (thirty) days after the closing of the production, the Theatre will remit the balance of RRSP ~~contributions~~ payments (the Theatre's contribution and, if applicable, the remainder of

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the Playwright's deduction) to PGC along with a final box office report. In the case of a Commission Contract, the Theatre will remit the balance of RRSP contributions to PGC upon final payment to the Playwright.

The Theatre shall add HST/GST to all RRSP contributions made to the Playwright if the Playwright has a registered HST/GST Account. While RRSP contributions are submitted to PGC, HST/GST is paid directly to the Playwright for remittance to the government.

Any payments made more than 60 (sixty) days after the due date(s), including the Guarantee payment schedule, are subject to a 2% (two percent) per month penalty starting from the due date and continuing until paid in full.

There is a penalty fee for incorrect RRSP submissions. See Appendix 1 at the end of this document for details

## **6. Copyright**

No clause in any section of this Agreement or individual Contract contained herein shall be deemed to override the conditions of copyright as laid down by current Canadian law.

## **7. Changes in the Script**

The Theatre shall produce the Play in accordance with the Playwright's authorized script. With regard to each and every performance of the Play, no changes shall be made in the script without the consent of the Playwright. All changes become the sole property of the Playwright.

The Playwright shall be informed, and afforded the opportunity, to make any and all changes. Where the Playwright is unavailable, the Theatre may make temporary changes, but the Playwright shall be immediately informed, shall review and, if necessary, at ~~his/her~~the Playwright's discretion, amend such changes at the earliest opportunity. All changes become the sole property of the Playwright.

The Theatre shall send a copy of any temporary changes to the Playwright at the earliest possible opportunity.

The Playwright shall then respond in writing with amendments and/or approval at the earliest possible opportunity.

Theatre for Young Audiences: In recognition of the special nature of theatre for young audiences where community standards are involved, in cases where the playscript can be shown to seriously jeopardize the relationship between the theatre and a community, such consent to change shall not be unreasonably withheld.

## **8. Ratification**

This Agreement shall become effective upon ratification by PGC and PACT and terminate on a mutually agreed upon date no later than June 30, 2024~~8~~.

## **9. Renewal**

The parties to this Agreement shall meet at least 90 (ninety) days prior to the expiry of this Agreement, for the purpose of renewal or renegotiation.

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## **10. Renegotiation**

During the period of re-negotiation of this Agreement the provisions of this Agreement shall remain in full force and effect until negotiations are concluded or broken off. At such time all signed Contracts are and will remain in full force.

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## **11. Conflict in Terms**

In the event of any conflict in the terms of a Contract and the terms set forth in the Standard Clauses, the terms in the Standard Clauses will prevail. In such an event, provisions of the Contract shall be modified only to the extent necessary to bring it within such terms and conditions of the Standard Clauses and, as modified, the Contract shall continue in full force and effect.

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## **12. Joint Standing Committee**

There will be a standing committee comprised of 3 (three) Members of PACT and 3 (three) Members of PGC, and staff representatives with voice but no vote. The committee will meet as required to:

1. Discuss issues of mutual concern;
2. Review disputes which are referred to it through the Dispute Procedure;
3. Receive and consider requests for exceptions to the Standard Clauses due to special circumstances. In such cases, exceptions may be granted by majority vote of the Joint Standing Committee.

## **13. Additional Roles for the Playwrights**

In the event that the Playwright performs in the Play, or directs the Play, or completes any tasks other than that of Playwright in connection with the production of the Play, then all rights and obligations in connection with any additional roles shall be dealt with by way of separate Contract without prejudice to any of the rights and obligations to the Playwright under this Agreement. Any such additional obligations will be performed by the Playwright concurrently with his/her obligations contained herein.

Notwithstanding the above, it is understood and agreed that the Theatre shall not be liable for duplicate payment of travel, accommodation, per diems and other related expenses.

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## **14. Agreement Binding**

This Agreement shall be binding upon, and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

## **15. Assignment**

Neither the Theatre nor the Playwright shall assign this Agreement or any part thereof to any third party without the prior written consent of the other.

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**15. Billing**

The Theatre shall cause the Playwright to receive billing as the author of the Play on a separate line immediately preceding or following the title of the Play in all programs, ~~houseboards~~ house boards, billboards, print, audio, and online advertising, websites, throwaways and paid announcements of the Play in all media. No names except the title of the Play and the name of the Theatre may be larger or more prominent than the Playwright's name. There shall be no exceptions to the foregoing without the Playwright's consent.

When biographies are present in the program, the Theatre shall include a biography of the Playwright. Such biography shall have been approved by the Playwright, and it is the Playwright's responsibility to provide such information to the Theatre, including ~~his/her~~ the Playwright(s) membership ~~within~~ PGC.

**16. Promotion Without Permission**

The Theatre will obtain permission from the Playwright prior to announcing in promotional or marketing materials under its control that it intends to produce or is considering producing a specific Play by the Playwright.

**17. Clause Headings**

The clause headings in this Agreement shall not affect, qualify or amplify the content of the clauses.

**18. Interpretation**

This Agreement shall be subject to and interpreted according to the laws of the Province in which the Theatre's offices are located.

**19. Copies of the Manuscript**

If the Playwright's (authorized) script exists in an appropriate and available published form, the Theatre must purchase sufficient copies of this publication for the cast and the appropriate production staff. If no authorized script has been published, the Theatre shall have the right, during the period the Theatre holds the stage performance rights, to have the manuscript reproduced in any manner or form for performances contemplated herein, at the Theatre's expense, which copies shall not be offered for sale.

In the case of a Premiere or Commission Contract, within 28 (twenty-eight) days of closing, the Theatre shall provide to the Playwright one copy of the Stage Manager's prompt script. This shall contain at least the complete text, including all text changes, of the first production of the Play.

**20. Credits**

In the case of a Premiere or Commission Contract, the Playwright agrees to include in any future Contract that:

- (a) in any publication, production, or electronic reproduction of the Play, the Commissioning Theatre, the Developing Theatre, and or the Theatre of the Premiere production shall be credited appropriately;

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and

- (b) in any publication of the Play, the Premiere Theatre, its director, designer, and cast, shall be credited, provided that such production has taken place prior to the publication of the Play; the Playwright may, with reasonable justification, request the Commissioning Theatre and the Theatre of the Premiere production to waive this clause;
- (c) when the Theatre prints a house program, the Theatre shall include the following credit:  
"\_\_\_\_\_ (the Playwright) is a member of the Playwrights Guild of Canada."

In the case of a Stock Contract, when requested, the Theatre of subsequent productions shall acknowledge, in the house program, the Theatre of the Premiere production.

## **21. Completion and Filing of Contracts**

Contracts may be completed, ~~and~~ signed, and filed electronically. Electronic signatures are valid. Addresses for filing:

<b>PACT</b>	<b>Playwrights Guild of Canada (PGC)</b>
<u>15 Case Goods Lane, Suite 201</u>	<u>P.O. Box 60022, Queen Beverley P.O.</u>
<u>307-250 The Esplanade</u>	
<u>Toronto, ON. M5A 3C4 M5A 1J2</u>	<u>Toronto, ON. M5V 0C5</u>
<u>E: <a href="mailto:contracts@pact.ca">contracts@pact.ca</a></u>	<u>E: <a href="mailto:membership@playwrightsguild.ca">membership@playwrightsguild.ca</a></u>

See the front page of the Standard Clauses.

## **22. Force Majeure**

If the performance of the obligation of either party is delayed or interrupted or prevented by reason of an act of God, fire, flood, war, public disaster, strikes or labour difficulties, governmental enactment, regulation or order, illness of a principal performer in the Play (certified by a doctor), or any other cause beyond either party's control, such party shall not be liable to the other therefor. Notwithstanding the above it is understood and agreed that whenever possible liability for the performance of any obligation herein shall not be terminated but merely suspended for a period of time based on the duration of the event that caused the delay, interruption, or prevention and the effects thereof, following which time the provisions of this Agreement shall continue.

## **23. Not a Partnership**

This Agreement shall not in any way constitute or be deemed to constitute a partnership between the parties hereto. Neither party shall incur any debts or make any commitments for the other.

## **24. Recording & Distribution**

Recording refers to the capture of material including moving or still images, video and audio recordings by any available means.

Distribution refers to the sharing or publication of recorded material, by any common channel of dissemination by which materials may be publicly viewed or heard, e.g. print, television broadcast, internet, digital media storage and compact devices, etc.

**Archival:**

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The Playwright agrees that the Theatre may record the production of the Play for archival purposes. The Theatre guarantees that the recorded material, which may not be copied, will remain under its control for archival purposes and may only be viewed in private, for reference purposes or as a teaching or rehearsal aid for the benefit of artists or management. There must be no public viewing of the recorded material.

**Advertising:**

The Theatre shall have the right to authorize one or more recordings of excerpts not to exceed 5 (five) minutes, from the production of the Play for publicity purposes.

**Promotion:**

The Theatre shall have the right to make a finished, edited recording of excerpts of the production of the Play for purposes such as, but not limited to, demonstrating the nature of the work, and promoting it to potential sponsors, donors, investors and performance sponsors. The Theatre will guarantee that the recording may not be broadcast commercially.

**Other Uses:**

The use or preparation of recorded material by the Theatre in a format different from those contemplated in this clause is prohibited without the permission of the Playwright.

In any instance where a third party wishes to record the production, the Theatre shall:

- (a) inform the Playwright;
- (b) inform the third party that the Playwright is the copyright owner of the Play, and inform them how to contact the Playwright; and
- (c) not permit such a recording without written agreement from the Playwright.

**Use of Recordings by the Playwright:**

For the purposes of this clause, Publicity is defined as: materials used to promote the current production.

For the purposes of this clause, Promotional is defined as: materials used to promote future opportunities of the play.

At the request of the Playwright, where the Theatre is empowered to do so and with the agreement of all other artists whose artistic contribution to the production is represented in the recorded material, the Theatre agrees to provide the following (if the Theatre has produced such materials):

- a copy of up to 5 (five) minutes of a video recording made by the Theatre for publicity purposes to the Playwright for their own use for a period of 12 (twelve) months from the opening of the production.
- a copy of a production photograph or photograph(s) to the Playwright for their own individual souvenir or promotional use.
- a copy of a longer promotional recording for future opportunities. Under no circumstances can this recorded material be broadcast to the public in any media (including social media, websites, etc.).

⚡ The Playwright shall declare in writing the nature of the limited purpose(s) for which the longer promotional recording may be used, as well as the timeframe of such use, not to exceed 5 (five) years beyond the close of the original production.

⚡ The Playwright may use these recordings to demonstrate the nature of their work to potential funders, sponsors, and/or other theatre companies, to be detailed in the declaration of use.

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The Theatre shall not be responsible for any subsequent misuse of the material, whether such misuse arises from the use of the materials for the purpose(s) set forth by the Playwright in their request to the Theatre or a third party use of the material sourced from the Playwright for any other uses.

The Theatre shall be responsible for securing the appropriate written permissions from all artists and will provide the Playwright with detailed information on the crediting and billing of other artists, if applicable.

These Agreements and Contracts apply only to the creation, development, and production of live theatre. Any other forms of presentation, including broadcast, Internet distribution, digital media distribution and/or digital dissemination, are not covered.

## **26. Rehearsals**

The Playwright shall have the right to attend rehearsals and the Playwright shall at all times pay due consideration to the Producer's and/or the Director's authority at the place of rehearsal.

The Theatre may request the Playwright to make personal appearances and give personal interviews for purposes of publicity. Any direct and reasonable expenses incurred by the Playwright in making such appearances and giving such interviews shall be reimbursed by the Theatre upon presentation of suitable receipts.

## **27. Designated Theatre Representative**

The Theatre will designate a staff representative to act as contact for the Playwright.

The Theatre's representative will ensure a copy of any and all promotional materials (printed and/or digital) will be provided to the Playwright in a timely manner upon request. When printed materials are generated by the Theatre and requested by the Playwright, the Theatre will provide 2 (two) copies at the Theatre's expense.

The Theatre's representative will also ensure that the Playwright is regularly updated on the progress of the production through performances. Information on audience feedback and performances delivered in such updates may be pulled from existing in-house reports, at the discretion of the Theatre, where appropriate and available.

## **28. Director and Playwright Premiere Discussion**

For the Premiere Contract: The Theatre shall facilitate a meeting between the Playwright and the Director to discuss the process of their collaboration in advance of all significant deadlines.

## **29. Workshops and Readings**

When it is agreed by the Theatre and the Playwright that the Playwright will attend a Workshop or Reading, the following fees shall apply:

- a) For a half day Workshop, the Playwright shall receive a fee of not less than ~~\$70.00~~\$83.00 (~~seventy~~ eighty-three dollars);
- b) For a full day Workshop, the Playwright shall receive a fee of not less than ~~\$137.00~~\$161.50 (one hundred and ~~sixty-one~~ thirty-seven dollars and fifty cents).

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When the Playwright must leave ~~his/her/their~~ ordinary place of residence to attend a Workshop or Reading, the Theatre will provide mutually acceptable accommodation and roundtrip air or other available and appropriate transportation. It is understood between the parties that the use of the most economical and mutually convenient reasonable accommodation and transportation (especially in as regards to air travel) is the spirit and intention of this clause. The Theatre and the Playwright will negotiate one of a combination of the following terms:

- An agreed ~~upon~~ daily per diem, and/or,
- Mutually acceptable meal(s) to be provided in lieu of per diem, and/or,
- Accommodation with a kitchen that includes a stove, fridge and dishware in lieu of a per diem.

If either party subsequently changes the accommodation or travel arrangements for any reason, that party shall be responsible for any additional costs.

~~When the Playwright must leave their ordinary place of residence to attend a Workshop or Reading, the Theatre will provide a per diem, or will arrange for mutually acceptable meal(s) to be provided in lieu of a per diem.~~

### **30. Representations and Warranties**

The Playwright represents and warrants:

- (a) (i) that the Playwright is the sole owner of the copyright of the Play and all of the Play's elements, or (ii) in the event the Playwright is not the sole owner of the copyright of the Play and all of the Play's elements, the Playwright has obtained, at the Playwright's sole expense, all necessary rights and permissions to enter into this Agreement and/or to use any copyright protected elements included in the Play;
- (b) that the Playwright retains the copyright to the Play and all other rights of any nature whatsoever therein except those specifically granted to the Theatre in this Agreement;
- (c) the Playwright is free to and has the authority to enter into this Agreement, and has the exclusive right to grant the rights granted hereunder, and has not entered into any other agreement granting to any other party rights in conflict with those dealt with herein;
- (d) that in the event that any claim or action for infringement of copyright is brought against the Theatre in connection with the production and performance rights granted hereunder, the Playwright undertakes to indemnify the Theatre and hold it harmless against such claim or action, provided that any such claim or action does not arise from a change made in the Play by or at the direction of an agent or servant of the Theatre without the consent of the Playwright.

The Theatre shall notify the Playwright forthwith in writing of the receipt by the Theatre of notice of the commencement of any claim or action together with the particulars thereof and no claim or action shall be compromised or settled without the Playwright's concurrence.

### **31. Right to Extend**

The Playwright grants to the Theatre the exclusive option to extend the run of the Play beyond the closing date, as long as the run is continuous. The royalty percentage for this extension shall be the same as for the original run.

### **32. Tickets**

The Playwright shall receive upon request two complimentary tickets for opening performance. An additional two complimentary tickets per week during the premiere run shall be made available, subject to availability of seats.

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### **33. Time is of the Essence**

Time is of the essence in this Agreement.

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### **34. Power to Act on Behalf of Members**

PGC shall have the right to act on behalf of its Members to:

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- a) interpret this Agreement, and any Contracts between PACT Theatres and PGC Members,
- and
- b) represent its Members in any dispute arising from this agreement and any Contracts between PACT Theatres and PGC Members pursuant to Clause 12 and Clause 32 of this Agreement.

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### **35. Commitment to Accessibility**

Both the Playwright and the Theatre assert that there is a commitment to provide support for any and all accessibility initiatives as a part of the production of the play (including but not limited to ASL interpretation, audio-description, relaxed performances, captioning, etc.) The specifics for accessibility will be attached in a rider to the contract.

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Any use of the Playwright's text for accessibility purposes (including but not limited to captioning, sur-titling, availability of digital or print versions of the script with appropriate restrictions for use, audio translations, assisting ASL translations, visual story, etc.) will happen with mutual agreement. The Playwright agrees that granting the Theatre permission to use the script for accessibility purposes will not be unreasonably withheld.

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### **36. Artificial Intelligence (A.I.) Declaration**

PGC and PACT acknowledge the rapid emergence of Generative Artificial Intelligence (A.I.) and the challenges it presents. Both Associations are committed to ensuring that theatre remains a human art form.

PGC and PACT commit to transparency between Theatres and Playwrights in matters of authorship, intellectual property, and the involvement of A.I. in the playwriting process.

### **37. Payment Disputes**

**Royalties:** In the event of any dispute as to box office receipts for any given period of time, the Playwright is entitled to have all the related books of account of the Theatre examined independently at ~~his/her~~the Playwright's own expense, upon advance notice in writing to the Theatre. If the box office receipts as reported by the independent accountant exceed those reported by the Theatre by more than 5% (five percent), then the Theatre shall pay all the costs of the independent examination and pay the correct royalty amount to the Playwright.

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**Participation:** In the event of any dispute as to the Playwright's royalties for any given period of time, the Theatre is entitled to have all the related books of account of the Playwright examined independently at its own expense, upon advance notice in writing to the Playwright. If the Playwright's gross revenue as reported by the independent examination exceeds that reported by the Playwright by more than 5% (five percent), then the Playwright shall pay all costs of the independent examination and pay to the Theatre the correct amount.

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### **38. Dispute Resolution Process**

When a Playwright and a Theatre are in disagreement concerning the interpretation or application of the Agreement, the parties are encouraged to attempt to resolve the issue between them. If the Playwright and the Theatre cannot reach a resolution, either of the parties may send ~~the other~~ party written notice, copying their affiliated organization, describing the failure or breach and the actions necessary to resolve it. The Theatre or the Playwright in receipt of this letter will have 10 (ten) business days to resolve the matter or, if there continues to be a disagreement, give a written response explaining ~~his/her~~ their position.

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If the parties cannot reach a resolution, the representative from PGC and the representative from PACT will convene to discuss the dispute and share their findings within 14 (fourteen) days of receiving notification, and then the Executive Directors or their designates shall attempt to reach a resolution in writing with the parties concerned.

When the parties continue to be in disagreement, either of the parties may request of the other, in writing, a meeting to discuss this disagreement. Copies of such letters of notification shall be sent concurrently to both the Playwrights Guild of Canada and the Professional Association of Canadian Theatres offices. Both parties shall meet within 14 (fourteen) days of such a request being received, or a mutually agreed upon date. Such a meeting could occur by conference call, if travel is impossible or cost is prohibitive.

At such a meeting, either party may have whomsoever they wish in attendance, provided that each party is represented by an equal number, such number to be mutually agreed upon by the parties. At such a meeting, both parties shall endeavor to settle the disagreement amicably. Notes will be taken at the meeting and shared with both parties.

Following this, if the matter is not resolved to the satisfaction of either party, either party shall within 14 (fourteen) days inform PGC and PACT, in writing, of its desire to present the matter to the Playwrights Guild of Canada/Professional Association of Canadian Theatres Joint Standing Committee.

A meeting of the Joint Standing Committee shall be arranged within 14 (fourteen) days of filing the request for the meeting. The Theatre and the Playwright shall submit their respective positions, in writing, to the Joint Standing Committee at least 7 (seven) days prior to the meeting. Every meeting of the Joint Standing Committee will begin with a review of the process.

The Joint Standing Committee shall hear the dispute and shall have the right to call such witnesses or obtain such evidence as it deems necessary. The Joint Standing Committee may only sit if an equal number of PGC and PACT representatives are present, a minimum of 3 (three) from each association, and if the same individual representatives are present throughout the deliberations. The Executive Directors of PGC and PACT, or their designated representatives, must attend each meeting of the Joint Standing Committee. They shall have voice but no vote.

#### **Training of the Joint Standing Committee:**

PGC and PACT shall undertake a joint information session for all of the Joint Standing Committee members. The information session shall include presentations from PACT and PGC. PACT and PGC may mutually agree to include legal counsel or other individuals with appropriate expertise to help facilitate this joint training session. The session will focus on: the Joint Standing process; the intent and purpose of the Joint Standing Committee to resolve disputes in an appropriate and timely fashion; the relative value and importance of historical applications of the Agreement; the spirit and intent of past negotiations and the value of decisions and rulings from past disputes of a similar nature. Only PGC and PACT members who have participated in this or an equivalent information session shall participate in a dispute resolution.

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— A sufficient number of members (a minimum of 6 [six]) from each organization will be trained to ensure that there are always members available to convene the Joint Standing Committee where and when required. All trainees will serve on the Joint Standing Committee for the full term of this Agreement.

**Chairperson:**

— The selection of the Chairperson shall be made by PGC and PACT on an alternating basis prior to each meeting. The first selection of each term of the Agreement shall be made by coin toss. The Chairperson shall be one of the members of the Joint Standing Committee in attendance.

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After the commencement of the meeting, the Chairperson shall be responsible for ensuring that all members present are familiar with and understand their duty to the Joint Standing Committee as established in this Agreement and through the joint information session.

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— All speakers are to be recognized by the Chairperson. The Chairperson has the usual prerogatives for directing the proceedings.

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**Declaration of Conflict of Interest:**

All members of the Joint Standing Committee must declare any potential conflict of interest in a particular dispute and an alternate member must be appointed if there is a conflict of interest.

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**Location and Scheduling of Meetings:**

— Meetings of the Joint Standing Committee shall be scheduled so as to balance the need for a timely decision and to accommodate the schedules of the individual Joint Standing Committee members.

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— The location of the meeting shall be determined by the two associations in consultation with their Members.

**Attendance:**

— The Joint Standing Committee and Executive Directors or designates must be present at all times.

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The Theatre and Playwright representatives may be present during the presentations, rebuttals, testimony by witnesses, questions and closing statements. Witnesses may be present for their testimony only.

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**Voting:**

— The manner of voting shall be determined by consensus of the Joint Standing Committee, and in the absence of consensus, shall be conducted by secret ballot.

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**Presentation to the Joint Standing Committee:**

— Each association may assist its Member to prepare for the meeting in outlining the matter in dispute and the resolution sought. The order of presentations shall be decided by the Joint Standing Committee. After the presentation by the first party the Joint Standing Committee will hear the presentation of the second party and any rebuttal of the first presentation followed by a rebuttal by the first party of the second presentation. No new information, arguments or issues may be contained in the rebuttals.

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Following the presentations as outlined above, there shall be an open discussion of the matter in dispute and during which the members of the Joint Standing Committee and the representatives from the Theatre, the Playwright, and the associations may ask questions of each other at the discretion of the Chairperson.

The meeting will be declared in camera by unanimous vote of the Committee once all witnesses have been heard and both parties have been given an opportunity to make a final argument if they so wish.

The Joint Standing Committee shall be empowered to attempt to reach a compromise between the parties, or to find for either party by majority decision. The Joint Standing Committee shall submit any compromise or decision, in writing, to PACT and PGC. Such compromise or decision shall be final and binding on both parties. The Joint Standing Committee shall try to resolve the issue at the original meeting; however, the Joint Standing Committee may, by majority vote, decide to hold further meetings or hearings on a particular dispute.

Should the Joint Standing Committee find for either party it shall have authority to direct payment, including interest and costs where applicable to such party, retroactively if necessary, in the amount and to the extent that the Joint Standing Committee considers necessary in its decision to render said party proper redress. Such payment will be made within 90 (ninety) days of the publication of the decision.

The decision of the Joint Standing Committee shall be communicated to all interested parties in writing within 3 (three) days.

The Joint Standing Committee shall not have the power or authority to amend, modify, add to or delete any provision of this Agreement or any part thereof.

Should the Joint Standing Committee be unable to reach a compromise or find for one party by majority decision, then either party may within 14 (fourteen) days of the final meeting proceed to arbitration.

This Board of Arbitration shall consist of 3 (three) persons. These 3 (three) persons shall be the nominee of the Playwright, the nominee of the Theatre and a third person agreeable to both the Playwright and the Theatre, who will serve as Chair. The decision of the arbitrators, by a majority of the 3 (three) persons, shall be final and binding upon all parties to this Agreement. If agreement on a Chair is not reached, the matter will be referred to a constituted arbitration institute.

No recourse shall be had to a court of law by either party unless and until the other party has failed to comply with these arbitration procedures.

**Annual Non-confrontational JSC:**

Either association may request an annual meeting made up of the Executive Directors (or designates) and 3 (three) members of the Joint Standing Committee to discuss matters of interest regarding the Agreement and its effectiveness and to review the Joint Standing Committee process.

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### 38.00 Anti-Harassment and Discrimination

PACT and PGC are committed to fostering healthy, productive, and creative work environments where all individuals are treated with courtesy, dignity, and respect.

The goal of this section is to lay out best practices and declare our shared responsibility in creating and maintaining safe and respectful working relationships, so that everyone engaging in work covered by our collective agreements feels supported and empowered to do their best work.

We, the signatories to this agreement, agree to engage with the work by utilizing the following principles: creative generosity, approaching the work with open minds, assuming best intentions, active listening, and respectful communication, and that when navigating creative differences, those principles should be applied.

In order to do our best work, the parties covered by this agreement agree they shall not:  
• engage in behaviour or make comments that are known or ought reasonably to be known to be unwelcome, degrading or hostile, whether of a sexual, violent, racist or discriminatory nature;

- exercise or threaten the exercise of physical force against any other individual, including making comments or engaging in aggressive behaviour or behaviour that could reasonably be interpreted as a threat to exercise physical force;
- treat anyone unfavourably because of a personal characteristic protected by law (e.g. sexual orientation, gender identity, race, religion, age, disability, etc.);
- engage in any behaviour which creates or ought reasonably to be known to create an unsafe or hostile work environment, or which violates provincial Human Rights Codes, Canadian Human Rights Code or the Criminal Code of Canada.

Workplace violence, harassment, discrimination or bullying in any form, will not be tolerated under any circumstances.

#### Reporting Harassment and Unsafe Environment:

PACT and PGC acknowledge that there are a number of possible methods by which a complaint of harassment or discrimination can be made, including:

- (a) Directly addressing the alleged harasser and advising that the behaviour is unwelcome and must cease;
- (b) The complaint policy set out in a Theatre's policy;
- (c) Contacting the PACT or PGC representative to request support, for investigation and/or follow dispute resolution process.

PGC agrees that it shall advise the Theatre and/or PACT of any complaint made to PGC that involves a member of management. PACT and PGC agree that it is the responsibility of the Theatre to conduct an investigation into any complaint made to a Theatre or a complaint made that involves a member of management. PGC and PACT support the principles of human rights legislation, including the principle that a complainant cannot be subject to a reprisal for the filing of a good faith complaint.

PACT and PGC agree that an investigation must be conducted in a confidential manner.

*If a complaint is brought forward by a PGC member or if a complaint is made against a PGC member, the Theatre shall immediately advise PGC that an investigation is under way. Upon written consent of the PGC member, the Theatre shall share with PACT and PGC a summary report of the actions and findings.*

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**Definitions:**

**Discrimination:** Discrimination is an action or a decision that treats a person or a group unfairly or negatively for reasons such as their race, age or disability. Please consult applicable federal and provincial legislation for the specific list of protected grounds.

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**Bullying and Harassment:** Bullying and harassment includes any inappropriate conduct or comment that a person knew or reasonably ought to have known would be humiliating or intimidating.

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**Gender harassment** is a form of discrimination and includes any unwelcome comment or conduct of a non-sexual nature aimed at another person's sex, sexual orientation, or gender identity or expression that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim. The prohibited conduct, as determined by a reasonable person, may be verbal, non-verbal, physical, deliberate or unintended.

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**Racial harassment** is a form of discrimination and includes any unwelcome comment or conduct relating to a person's race, colour, ancestry, place of origin or Indigenous identity that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim. The prohibited conduct, as determined by a reasonable person, may be verbal, non-verbal, physical, deliberate or unintended.

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**Cyberbullying** and online harassment includes any inappropriate comment or conduct online that the person knew, or reasonably ought to have known would be humiliating or intimidating. Online includes but is not limited to, private or public messages on social media (Facebook, X, Instagram, blogs, etc.), other websites, emails and instant or text messaging.

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**Investigation:** A workplace investigation is used to establish the facts relating to significant wrongdoing, misconduct or ethical lapses, usually as part of the organisation's grievance and disciplinary procedure. The investigation findings are used for the employer to make an informed decision on the matter.

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**Reprisal:** Reprisal involves any adverse action taken against an individual because he or she reported unwelcome behaviour, complained to an engager about unwelcome behaviour in the workspace, or participated in an investigation or legal proceeding relating to a complaint, including as a witness.

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Reprisal also includes adverse action taken against someone who is associated with the individual opposing the unwelcome behaviour, such as a family member.

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## Appendix PPENDIX I

### Penalties for Incorrect RRSP Remittances

Due to an unprecedented increase in errors, as of 1 February 2020, Playwrights Guild of Canada (PGC) is introducing a penalty fee of \$25 on all playwright RRSP remittances submitted incorrectly to PGC.

Each PACT member will be allowed one penalty-free error, providing ample opportunity and time to talk to PACT or PGC to learn the correct procedures for future submissions. The protocol for RRSP submissions is found above in the PACT/PGC Collective Agreement, in Standard Clause #5.

### What are the Proper Procedures?

Two-steps are required on your the Theatre's end when remitting RRSPs for Playwrights to PGC:

1) Once a contract has been signed, send PGC a copy of the contract along with the first installment of the Playwright's RRSP contribution (which is \$300 in total; that is, a minimum contribution of \$150 from the playwright's royalties, calculated at 3% of the Guarantee or commission fee), and \$150 matched by the theatre).

2) Once the production has closed, send PGC a final box-office summary showing the playwright's royalty payout, along with the Theatre's matching portion of the RRSP remittance and remainder of the Playwright's RRSP contribution, if applicable required. The amount owed is calculated at 6% of the playwright's royalties (minus the first installment-) up to a maximum of \$900 (\$450 from the playwright, and \$450 from the theatre).

Also, please note that HST applied to RRSP contributions should be sent directly to the playwright, not to PGC (otherwise the tax will be deposited into the RRSP account).

### What Might Constitute an Error?

When a company sends PGC a first RRSP installment without an accompanying contract, that will be considered an error and the company will be charged the \$25 penalty fee. If a second RRSP installment is remitted to PGC but a box-office report is NOT provided along with it, that will also be considered a misstep subject to the \$25 penalty. When the mathematical calculations and the concomitant payments are off by more than \$5.00, that too will be considered a chargeable error. If PGC staff have to call or email a PACT member to request that the RRSP procedures be followed properly, a \$25 penalty fee will be charged.

If you have questions or are in doubt about any aspect of the RRSP protocol, please contact PACT or PGC for clarification.

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**APPENDIX 2  
A.I. MOU, April 11, 2025**

It is hereby jointly agreed that:

PACT and PGC are committed to exploring the realities around the use of A.I.

To that end, PACT and PGC will strike an A.I. Working Group to delve into these conversations with the intention of adding language to the PACT-PGC Standard Clauses in the next round of Negotiations.

The Working Group will:

- Have no less than three (3) members from each association, supported by a staff member from each association serving in a purely administrative capacity, ensuring equal numbers on both sides.
- Be put in place within sixty (60) days of the 2025 ratification, and the first meeting will be scheduled within ninety (90) days of ratification of the 2025 Standard Clauses.
- Meet quarterly to discuss, research, and write recommendations to be taken to the next round of PACT-PGC contract negotiations.
- Deliver an interim report to both associations by May 31, 2026.
- Deliver the final findings and recommendations report by May 1, 2027 to the PACT and PGC Memberships.
- Be dissolved at the end of the 2025-2028 Standard Clause term.

Purpose/Objective: The Working Group will research and gather statistics on current and projected Generative AI use in playwriting. The Working Group will also survey the PACT and PGC Memberships regarding their use of and concerns with A.I. The research and gathering phase will culminate in a report of final findings and recommendations pertaining to the use of Generative A.I. within the parameters of the PACT-PGC Standard Clauses.

Terms of Reference: To be determined by the Working Group, including:

- Scope of work
- Meeting schedule
- Final Recommendations



(PACT Rep Signature)

April 22, 2025

(Date)



(PGC Rep Signature)

April 22, 2025

(Date)