

NATIONAL MULTIMEDIA GUIDELINES

Provisional Document
2003

Multimedia refers to motion picture film and video images and sounds (stock shots and finished productions), still images (photographs, negatives and slides), and digital electronic images and sounds. These guidelines apply to all analog and digital media, whether created in digital form or digitized through scanning or other methods. These guidelines apply to requests for use of existing material and to the production of new material.

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1.0 INTRODUCTION

- 1.1** These guidelines are intended to guide Parks Canada staff involved in the negotiation and monitoring of any audio visual production activities in national parks, national marine conservation areas and national historic sites administered by Parks Canada (including canals), in field units, service centres and in the National Office. These activities include use of existing Parks Canada audio visual material (photographs, slides, digital images, motion picture/video footage, audio recordings) in new productions, and audio visual production activities (motion picture/video, photography, audio recording) in national parks, national marine conservation areas and national historic sites, whether the final product relates to the park/site or the park/site is merely a backdrop for the production.
- 1.2** It is recommended that individual parks or sites with a high level of multimedia production activity develop multimedia guidelines specific to their park/site objectives for direct use with the industry. Guidelines should be consistent with the *National Multimedia Guidelines* and be submitted for review by the National Office.
- 1.3** Thanks to recent advances in technology coinciding with recognition of the communications/marketing value of natural and cultural resources, as well as heightened awareness of and interest in heritage areas, there is a growing demand for access to existing Parks Canada audio visual material for private and commercial use and for access to the Parks Canada system of special heritage areas for the creation of new audio visual material.
- 1.4** Parks Canada supports the multimedia industry when the product presents messages that are appropriate in view of its mandate and when the activity does not adversely affect natural and cultural resources, their ecological or commemorative integrity, heritage and recreational values and assets, or visitors and residents.
- 1.5** The growing demand for new audio visual material has necessitated the development of these guidelines, which have the following objectives:
- 1.5.1** building and maintaining a positive working relationship with the multimedia community;
 - 1.5.2** implementing a precautionary approach to ensure ecological and commemorative integrity;
 - 1.5.3** avoiding adverse impacts and visitor/resident/commercial operation disruption associated with production activity;
 - 1.5.4** ensuring that each audio visual producer adheres to all provisions of the *Canadian Environmental Assessment Act*, the *National Parks Aircraft and Access Regulations*, the *National Parks Act* and the associated Regulations, Interim Management Guidelines, Management Plans, Community Plans and Operational Plans;
 - 1.5.5** protecting the Crown against liability arising from audio visual production activity;
 - 1.5.6** standardizing the approach to the recovery of costs incurred by Parks Canada; and
 - 1.5.7** generating an appropriate return to the Crown for the economic benefit gained from the use of intellectual property or of land, waters, facilities and services administered by Parks Canada.

- 1.6** New technologies, such as digital images for use on CD-ROM and the Internet, have facilitated easier access to audio visual material. Individuals and commercial operations have easy access to still images and motion pictures and also have the capability to manipulate them. These new technologies, however, do not change in any way the ownership, copyright or moral rights associated with audio visual material. It is important that the appropriate credits and copyright statements are included with the publication of digital media to dissuade the inadvertent, or intentional, misuse or manipulation of Parks Canada material.
- 1.7** Recent changes to the *Copyright Act* give more consideration to moral rights (the rights of authors of images) and affect the period of copyright before a work falls into the public domain. It is recommended, for consistency and courtesy, that the author of material be given credit for their work when the material is used by Parks Canada, or when the use of the material is licensed to a third party.
- 1.8** Use of photographs must respect the conditions stipulated in the *Privacy Act*. It is important that Parks Canada not use images of an individual clearly identifiable in a photograph without the consent of that individual, except for the purpose for which the individual consented to be photographed by Parks Canada.
- 1.9** In licensing the use of Parks Canada audio visual material, the manager responsible for the collection should consider the impact that the use of the material may have on the understanding and appreciation of heritage values, visitor expectations and experience, and on the shared responsibility for public safety. Use of Parks Canada material should not be authorized if that use could have a negative impact on the natural or cultural resources or the human resources of a field unit (such as creating visitor “hot spots” that threaten resources in a park, creating inappropriate images of activities that may result in inappropriate activities, law enforcement or search and rescue incidents, or presenting inappropriate ways of interacting with natural or cultural resources).
- 1.10** Before authorizing proposals for commercial photography or filming at a Parks Canada location, managers should consider what impact such activities could have on Parks Canada’s corporate image, whether the activities could contradict strategic government directions (the Federal Identity Program, Health Canada’s anti-smoking campaign, Canadian Heritage’s March 21 anti-racism campaign, etc.), or whether they touch upon controversial subjects that could generate negative perceptions.
- 1.10.1** Federal Identity Program, the Canadian flag and other federal identifiers on-site. Film productions may request that modifications be made to the visual environment of a site (e.g. : removal of Parks Canada identifiers, federal government signage, Canadian flag, etc) for the purpose of the shoot. There are rules, regulations and policies must be taken into consideration before such requests are answered.
- 1.11** A practical approach to dealing with producers is available in the form of an Information Toolkit containing examples of agreements between various media interests and Parks Canada.
- 1.12** These guidelines have been reviewed and approved by Parks Canada Legal Services. These guidelines are not, however, a substitute for legal review on a case by case basis. If time permits or the facts of the situation warrant it, legal review of agreements is recommended.

2.0 GENERAL APPLICATION OF THE GUIDELINES

Responsibility

- 2.1** For the purposes of these guidelines, the senior manager who has custodial responsibility for audio visual material and who will approve audio visual production related activities shall be defined as:
- a) the Field Unit Superintendent (or delegate) for park/site collections and for production activities at the park or site;
 - b) the Service Centre Director (or delegate) for service centre collections; and
 - c) the National Office Director (or delegate) for each national collection.

Consultation

- 2.2** Before approval of production activities, senior managers with custodial responsibilities will ensure that appropriate parties who may be directly affected by the production activities, or who can provide necessary advice on such activities, have been consulted.

Pricing

- 2.3** The pricing levels contained within these guidelines and the accompanying Information Toolkit have been published in *The Canada Gazette* and may not be modified. Any significant variation from the published pricing should be substantiated through the preparation of a business case for the approval of the Minister of Canadian Heritage.

Revenue Retention

- 2.4** Revenues generated by any use of existing Parks Canada audio visual material or from the production of new material will be retained by the organization (i.e. field unit, National Office department) that earns the revenue in accordance with the *Parks Canada Revenue Policy*.

In-Kind Contributions and Co-productions

- 2.5** Arrangements for in-kind contributions and co-productions must be substantiated through the preparation of a business case for the approval of the Minister of Canadian Heritage prior to the commencement of the production.
- 2.6** In lieu of monetary compensation, donations of equipment and/or facilities or services may be accepted. These in-kind contributions should produce cost savings for Parks Canada and the value of the contributions should equal or exceed the foregone monetary compensation.
- 2.7** It is recommended that Parks Canada's contribution or role in the production, as well as the appropriate moral rights (name of photographer/videographer), should be acknowledged in a manner appropriate to the medium. There may be cases where the acknowledgment may not be necessary or possible in smaller projects and/or where Parks Canada's contribution is minor.
- 2.8** In cases where a product will directly enhance Parks Canada's mandate of education and awareness, consideration may be given to reducing fees. The marketing and education objectives of each field unit, service centre or of the National Office are also factors in this consideration. You are reminded that the pricing levels contained within these guidelines and the accompanying Information Toolkit have been published in *The Canada Gazette* and may not be modified. Any significant variation from the published pricing should be substantiated through the preparation of a business case for the approval of the Minister of Canadian Heritage.

3.0 USE OF EXISTING PARKS CANADA AUDIO VISUAL MATERIAL

This section deals with requests to use existing audio visual material (including still photographs, film footage, video footage and sound recordings) from Parks Canada collections in National Office, service centres and all national parks and national historic sites administered by Parks Canada.

Licensing

- 3.1** Parks Canada may license the use of any audio visual material for which it owns and holds the copyright. Where copies of the material exist within Parks Canada, only the holder of the original may license its use. Holders of copies must refer all requests for use to the holder of the original. In no case should clients receive original materials; original material should be sent to qualified laboratories for duplication and the original returned to Parks Canada and only copies forwarded to clients.
- 3.2** Where Parks Canada does not hold the copyright, the material is to be used for internal purposes only (such as staff training and information sessions) unless a written agreement with the copyright holder grants permission to Parks Canada to license the use of the material.
- 3.3** Many Parks Canada collections contain audio visual material from other sources that may fall within the public domain; however, this can often be difficult to ascertain and recent changes to copyright legislation may change the status of some of this material. Requests for material that may fall in the public domain should be referred back to the original source of the material.
- 3.4** Approval of the licensing agreement will be by the senior manager who has custodial responsibility for the images:
- a) the Field Unit Superintendent (or delegate) for park/site collections;
 - b) the Service Centre Director (or delegate) for service centre collections; and
 - c) the National Office Director (or delegate) for each national collection.

Terms and Conditions of Use

- 3.5** A formal licensing agreement with the licensee must be prepared, generally including the following terms and conditions (Appendix A includes a sample agreement):
- 3.5.1** Parks Canada reserves all rights in and to the material, restricts the use of the material to a specified use, for a specified geographic area and for a specified period of time;
 - 3.5.2** non-exclusivity and non-transferability of the license for the right to use and to reproduce duplicates of our material for the purpose(s) specified in the license;
 - 3.5.3** applicable fees;
 - 3.5.4** prohibiting manipulation and/or modification of the material in any medium whatsoever that alters the integrity of the material unless the author has waived his/her "Right of Integrity" in writing;
 - 3.5.5** the right of Parks Canada to approve products utilizing its material prior to their release on the market and to retain a sample of the product for our records, if necessary;
 - 3.5.6** indemnification of Parks Canada by the licensee in the event that the utilization of the material provided leads to any litigation;

- 3.5.7 the licensee is responsible for any loss or damage to Parks Canada property;
- 3.5.8 proper covenants such as credits and time-limits for use (because of the inherent nature of electronic media, it is advisable to insist that a copyright statement be associated with each Parks Canada image used in any electronic media).

Pricing

3.6 Royalty fees and administrative fees will be charged on the following basis:

- 3.6.1 A market-based royalty fee will be charged for the intended use of the material. The prices set out in appendices B and C have been published in *The Canada Gazette*,¹
- 3.6.2 A cost recovery-based administrative fee will be charged for services provided (i.e. processing the proposal, duplicating the material, etc.).

Procedures

3.7 The licensing of existing still images and film/video footage generally requires a three-step process:

- 3.7.1 The media producer signs a **License Agreement** including **Terms and Conditions of the License** and is provided with a selection of images (selected by the producer or selected by Parks Canada based on a description of the need). The producer is also supplied with the form **Final Selection of Parks Canada Images (or Final Selection of Parks Canada Film/Video Footage)**, if appropriate). See Appendix A.
- 3.7.2 When the producer has made a final selection of images to be used, the producer completes the form **Final Selection of Parks Canada Images (or Final Selection of Parks Canada Film/Video Footage)** listing the images used and returns it to Parks Canada.
- 3.7.3 Based on the information provided by the producer, Parks Canada calculates the royalties (licensed use of the images) as well as the administrative costs of providing the images (which should be calculated on a cost recovery basis). Local arrangements should be established for the **Statement of Invoice** to be prepared by the manager responsible for the collection and forwarded to the local finance officer, who will invoice the producer.

1 The fee schedule and royalties are calculated for the media in which the material will appear (such as printed media, billboards or broadcast as a television program). In general, still images are provided as 35mm slides and the producer transfers the images to the appropriate media (such as colour separations for printing, etc.); film and video are provided in the format most suitable for the producer. See Appendix B and C.

4.0 NEW PRODUCTIONS OF STILL PHOTOGRAPHY, SOUND, AND FILM AND VIDEO

This section deals with the professional photography, audio recording, motion picture production and video production activities in national parks and national historic sites administered by Parks Canada. This includes photographic activities of all types (scenics, photo shoots using models, photo shoots of commercial products, etc.), audio recording of all types (music, spoken word, nature sounds, etc.), motion picture production of all types (feature films, documentaries, dramas, commercials and other promotions, etc.), and video production of all types (commercials and other promotions, television programs for broadcast and non-broadcast distribution, including documentaries, dramas, television commercials, etc.).

Appendix E includes sample **New Production Agreements**; however, it should be noted that **New Production Agreements** are written for one-time events and samples cannot cover all situations that may arise. It is strongly recommended that each **New Production Agreement** should be reviewed by Legal Services.

Procedures

4.1 Proposals received for new productions require an evaluation to be carried out to ensure that there are no adverse effects on ecological or commemorative integrity. The evaluation will meet the requirements of and respect:

- a) *The Canadian Environmental Assessment Act (CEAA);*
- b) *National Parks Act and Regulations;*
- c) *Marine Conservation Areas Act (proposed);*
- d) *Management Directive 2.4.2 - Impact Assessment;*
- e) *Management Directive 4.4.1 - Commercial Advertising and Promotion;*
- f) *Parks Canada Guiding Principles and Operating Policies, including the Cultural Resource Management Policy; and,*
- g) *The National Parks Aircraft and Access Regulations.*

The evaluation will give due consideration to Parks Canada's corporate image and strategic government direction (eg. Health Canada's anti-smoking campaign, Canadian Heritage's March 21 anti-racism campaign) and the negative impact that may result from Parks Canada's association with questionable activities.

The evaluation will consider the potential impacts on visitor experience in keeping with *Parks Canada Guiding Principles and Operational Policies*. If significant disruption of the visitor's experience is anticipated, measures to mitigate this disruption should be included in the **Terms and Conditions of a New Production Agreement** in addition to the items recommended in section 4.9.

The evaluation will also consider the impact on the human resources available. If the proposal would place an unreasonable burden on the human resources and no reasonable alternatives are apparent, the manager should negotiate modifications to the proposal to mitigate the impact, or the proposal should be rejected.

Production companies will be responsible for the cost, and any additional costs related to an impact assessment, mitigation and follow-up unless an exception is made by the senior manager. The proponents will also be responsible for costs of first aid, search and rescue, and emergency services if they are needed.

If the evaluation supports the proposal, the manager will negotiate a **New Production Agreement**.

- 4.2** When a proposed new production involves access to parks and sites in more than one field unit and the request is generated at the field unit level, only one production agreement is required. Negotiation and coordination with the other affected field units will be arranged by the field unit who was initially contacted.
- 4.3** Where a proposed new production involves access to parks and sites in more than one field unit and the request is generated at the national level, the Director, Heritage Presentation and Public Education will be responsible for the evaluation, coordination and negotiation of a **New Production Agreement** with the National Parks Directorate and the affected field units.
- 4.4** Should the production include building, excavation or motorized access (eg. watercraft, aeroplane, helicopter, etc.), other permits may be required. All permits must be listed prior to the environmental assessment in order to determine whether the *Canadian Environmental Assessment Act* will apply. (NB: Only those permits listed on the *Law List Regulations* trigger the application of CEAA).
- 4.5** Payment in full of all applicable fees must be received prior to commencement of production activities. Payment can be made by cash or cheque payable to Receiver General for Canada. In cases where the amount exceeds \$1000, it is recommended that payment be made by certified check or bank draft.
- 4.6** On-site monitoring and confirmation of Parks Canada policies and procedures as production decisions are being made is the responsibility of the Field Unit Superintendent. Parks Canada staff accompanying the production for surveillance shall have the authority to stop the production if deviations from the production agreement are in evidence, or if concerns arise related to impact on visitors, residents, commercial operations, flora, fauna, natural/cultural resources, sensitive locations or human safety.
- 4.7** A performance bond may be requested to cover the cost of repairing production sites. Upon verification that the production site has been returned to a condition satisfactory to the Field Unit Superintendent and that all terms and conditions of the production agreement have been met, any unused portion of a performance bond acquired will be returned.
- 4.8** The licensing for photography/film/video production generally requires a seven step process.
- Step 1** The media producer must submit a formal photography/film/ video production proposal to Parks Canada, including the following elements:
- a) An explanation of whether the production enhances the national park's mission, and if it does, a description of how.
 - b) A list of all other national parks in which the producer proposes to work.
 - c) A comprehensive list of locations, dates and time requirements.
 - d) A description of the production size (including cast, crew and drivers).
 - e) A list of all vehicles, including license plates and GVW (Gross Vehicle Weight).
 - f) A description of the type of equipment, sets and props to be used, including the extent of their use.

- g) Location maps, scale drawings and a list of camera positions when appropriate.
 - h) A description of on-site production facilities (i.e. catering).
 - i) The script or storyboard.
 - j) For TV commercials: a product description and the full name of the company selling the product.
 - k) Proof of the comprehensive liability insurance policy indicating a minimum of \$2,000,000, naming *Her Majesty the Queen in right of Canada as represented by Parks Canada Agency* as additionally insured, to be carried throughout the duration of the production in the park. The exact number of days required for the shoot plus any preparation and wrap time must be disclosed and covered in the policy.
 - l) A call sheet of who will be allowed “on set” during period of use.
 - m) Rules and regulations regarding: smoking, use of restrooms, water, electricity, kitchen, laundry, trash, protective floor coverings, etc.
 - n) A description of the parking needs for the cast and crew vehicles.
 - o) A description of the nature of the project and how the location will be used. Will there be any pyrotechnics or any other type of special effects?
 - p) A detailed list of clean-up requirements, who is responsible, and when it is to be completed (within 24–48 hours). A time must be arranged with the Location Manager for final “walk-through” for the Parks Canada representative’s approval.
 - q) A walk-through with the producer and a Parks Canada representative must be set up to determine:
 - exact interiors and exteriors desired for filming;
 - where equipment and vehicles will need to be positioned or parked; and,
 - any “off-limits” area as determined by the Parks Canada representative and any areas such as roofs, trees, fences, windows that may need to be used or altered during filming.
- Step 2** The photography/film/video production proposals will be screened by Parks Canada for potential impact on cultural, natural and human resources as well as respect for ecological and commemorative integrity.
- Step 3** The photography/film/video production conditions will be negotiated between Parks Canada and the production company; applicable fees will be calculated by Parks Canada.
- Step 4** A film/photograph production agreement will be drawn up by Parks Canada and signed by both parties.
- Step 5** Payment must be received prior to commencement of production activities.
- Step 6** Parks Canada representative(s) will accompany production crew for surveillance if necessary.

Step 7 A post production on-site inspection will be performed by production and Parks Canada representatives.

Terms and Conditions of Production Agreement

4.9 The terms and conditions of a new production agreement should generally include the following elements (Appendix E includes sample agreements):

- 4.9.1** location site;
- 4.9.2** activities permitted;
- 4.9.3** crew size;
- 4.9.4** production schedule;
- 4.9.5** on-site services to be provided by Parks Canada and approximate costs to be recovered;
- 4.9.6** where appropriate, Parks Canada will have the right to review the script;
- 4.9.7** applicable fees;
- 4.9.8** set-up and take-down responsibilities (re. environmental protection, impact mitigation);
- 4.9.9** where appropriate, Parks Canada will reserve the right to review the production in its final form prior to being released to the public and shall reserve the right to refuse approval;
- 4.9.10** depending on the production being considered, posting of a performance bond may be required (suggested minimum of \$20,000) to ensure that the production site is restored and cleaned-up to a condition satisfactory to the Field Unit Superintendent after production activity is complete. [Note: on smaller productions where consideration is given to waiving location and service fees, the manager may choose to collect the fees (as an alternative to posting a performance bond), and then refund the fees once the finished production has been approved];
- 4.9.11** proof of sufficient insurance to protect against unforeseen damages and complications. The policy must name *Her Majesty the Queen in right of Canada as represented by the Parks Canada Agency* as an additional insured beneficiary for the duration of the production. A minimum of \$2,000,000 is suggested;
- 4.9.12** the agreement should indicate that activities not specifically mentioned in the agreement are prohibited. Phrasing might read, "Only those activities, site locations, crew size and equipment approved in this agreement are authorized. Any changes or additions must receive prior written approval;"
- 4.9.13** the right for Parks Canada staff to accompany the production crew for monitoring and to stop the production where there are concerns related to impact on visitors, residents, commercial operations, flora, fauna, natural/cultural resources, sensitive locations or human safety which may result from production activities that cannot be anticipated in advance, or in case of deviation from the authorized production activities;

- 4.9.14** The proponents will be responsible for costs of first aid, search and rescue, and emergency services if they are needed.

Pricing for New Productions

4.10 Fees and pricing strategies for new productions include:

- 4.10.1** a location fee for the right and privilege of using Parks Canada property, the price being as set out in Appendix D or as otherwise justified;
- 4.10.2** service fees for providing on-site support to the media producer (eg. on-site monitoring, restricting other visitors from production locations), the price being market-based;
- 4.10.3** an application fee for processing the proposal, the price being the full recovery of costs.

Refunds

4.11 Requests for refunds in full or in part may be negotiated, however it is recommended that application fees are not refundable, and that requests for refunds of location and service fees will only be considered up to 48 hours before the production is to commence.

5.0 INFORMATION FOR ALL FEE SCHEDULES

Definitions of Content

Scenery:

- projects using a location as an identifiable NP, NHS or NMCA
- projects using a location purely as a backdrop or scenery with no reference to the park's or site's significance

Communications Objectives:

- productions presenting Parks Canada high priority messages without necessarily mentioning the Agency (i.e.: EI, CI)
- productions contributing to the overall mandate of Engaging Canadians of informing, influencing and involving (e.g. youth, schools, tourism promotion etc.)

Primary Use:

- primary outcome is either educational, linked to tourism or entertainment

Schedule of Discounts* (Based on content and client)

Content	Client		
	Government Use	Non-profit / Student project	Commercial project
% of Discount			
Scenery			
Identifiable NP, NHS, or NMCA	5%	10%	0%
Backdrop	0%	0%	0%
Communication Objectives			
High priority messages	25%	50%	15%
Support to Parks Canada's Engaging Canadians Strategy	25%	50%	15%
Primary Use			
Educational	35%	50%	15%
Tourism promotion	35%	50%	15%
Entertainment	0%	0%	0%

*Discounts are additive by column to a maximum of 100%

Calculate applicable fee based on appropriate fee schedule and then apply discount as calculated above.

APPENDIX A

LICENSING AGREEMENTS FOR EXISTING
PARKS CANADA AUDIO-VISUAL MATERIAL

APPENDIX A - LICENSING AGREEMENTS FOR EXISTING PARKS CANADA AUDIO-VISUAL MATERIAL

Page

- A1** Procedures and Notes
- A2** Sample License Agreement; Use of Parks Canada Images
- A3** Sample Terms and Conditions (Short Form)
- A4** Sample Terms and Conditions (Long Form)
- A7** Final Selection of Parks Canada Images
- A8** Invoice for Use of Parks Canada Images
- A10** Sample License Agreement; Use of Parks Canada Film/Video Footage
- A11** Sample Terms and Conditions (Short Form)
- A12** Sample Terms and Conditions (Long Form)
- A14** Final Selection of Parks Canada Film/Video Footage
- A15** Invoice for Use of Parks Canada Film/Video Footage

Note: These forms are offered as samples only. Consideration should be given in each case as to whether the sample covers all aspects of the situation each time they are applied. Contents of the samples should be edited to suit the requirements of each individual use.

Procedures

The licensing of existing still images and film/video footage generally requires a three step process.

1. The media producer signs a Licensing Agreement including Terms and Conditions (in simple, straightforward cases, the short form will be sufficient; in more complex agreements, or where a more formal agreement is appropriate, the long form should be used; in either case, the contents of the form provided should be edited to suit the requirements of the situation). The media producer is provided with a selection of images (selected by the producer or selected by Parks Canada based on a description of the need). The producer is also supplied with the form **Final Selection of Parks Canada Images** (or **Final Selection of Parks Canada Film/Video Footage**, if appropriate).
2. When the producer has made a final selection of images/footage to be used, the producer completes the form **Final Selection of Parks Canada Images** (or **Final Selection of Parks Canada Film/Video Footage**) listing the images/footage used and returns it to Parks Canada.
3. Based on the information provided by the producer, Parks Canada invoices the producer for the royalties (licensed use of the images) as well as the administrative costs of providing the images (which should be calculated on a cost recovery basis). Local arrangements should be established for the **Statement of Invoice** to be prepared by the manager responsible for the collection and forwarded to the local finance officer who will invoice the client.

Notes

The prices listed in Appendices B and C are calculated for the media in which the images will appear (such as printed media, billboards or broadcast as a television program). In general, still images are provided as 35mm slides and the producer transfers the images to the appropriate media (such as colour separations for printing, etc.).

The prices listed in the **Fee Schedules and Royalties** have been published in *The Canada Gazette* and will not be modified. Any significant variation from the published pricing should be substantiated through the preparation of a business case for the approval of the Minister of Canadian Heritage.

Licenses are not valid until the media producer has returned the **Final Selection of Parks Canada Images** (or **Final Selection of Parks Canada Film/Video Footage**) and the invoice is paid. Although use of the images is permitted immediately after the completed **Final Selection of Parks Canada Images** (or **Final Selection of Parks Canada Film/Video Footage**) is received, if payment is not received within 30 days of the date of invoice, use of the images/footage is an infringement of copyright.

Use of Parks Canada Still Images

LICENSE AGREEMENT (sample only)

Name of licensee:
Title of licensee:
Company name:
Address:
Telephone:
Fax:
E-mail:

Project no.:
Title of project:

Parks Canada grants the named client a non-exclusive, non-transferable license to use and reproduce the listed images for the project specified in the project description and according to the attached terms and conditions, which form part of this agreement. The rights granted under this license are subject to the condition that payment is due, in Canadian funds, within 30 days of the date of invoice and is payable to the Receiver General for Canada. Failure to pay within 30 days will result in this license being void and no rights will have been granted as the rights under this license are conditional on payment of the invoice. Failure to pay the invoice subjects you to damages and other remedies available for copyright infringement.

Project Description

Purpose:
Territories licensed:
Term licensed:
Print run:

Catalogue #	Size/Format	Position	Fee

Please sign the attached "Terms and Conditions" to indicate your acceptance of this License Agreement.
 PLEASE NOTE THAT THIS IS A LICENSE AGREEMENT AND NOT AN INVOICE.
 Upon receipt of a signed copy of this licensing agreement and final selection of Parks Canada images, our invoice will be sent to you under separate cover.

License to Use and to Reproduce Parks Canada Images

TERMS AND CONDITIONS (SHORT FORM) (sample only)

1. I agree that any Parks Canada images sent under this request are the property of Parks Canada. I am entitled to view the Parks Canada images for the limited purpose of determining the Parks Canada images, if any, I seek to use in my project. If I select Parks Canada images to use in my project, their use is subject to this license agreement and its terms and conditions.
2. I will examine the material and will inform Parks Canada, in writing, within 14 days of receipt, of any technical defect that prevents me from using the material provided.
3. If I have selected images to be used in my project, I will submit the form entitled **Final Selection of Parks Canada Images** to Parks Canada within 30 days after completion of the production. The fees payable under this license include both administrative fees, due within 30 days of the date of the invoice, and a royalty fee, due within 30 days of the date of the invoice for royalties, and calculated in accordance with the forms included with this license. I agree that my project cannot be released until these invoices are paid in full.
4. Interest at the discount rate of interest set by the Bank of Canada will be charged on overdue accounts.
5. I agree that the images may be used only once and only for the purposes and in the manner set out in the project description of this license. The images may not be used for any other purpose or in any other manner.
6. I agree to provide a credit for each image used, in the following format: **Photo: Parks Canada / Photographer / Catalogue #, Date**
7. I agree that manipulation and/or modification of the images in any medium whatsoever that alters the integrity of the images is prohibited.
8. I warrant, represent and covenant that my use of the material will in no way be defamatory nor will it discredit Her Majesty, Parks Canada or any other person. My use of the material will not infringe the rights of any person including, without limitation, any copyright, trademark rights, rights to privacy, or publicity, and will not violate any laws or regulations of any jurisdiction.
9. I agree to indemnify and save harmless Her Majesty, and Parks Canada for all claims, damage or loss resulting from a breach of the warranties and representations contained in this agreement.
10. I agree that I am responsible for any loss or damage to Parks Canada property provided to me under this license agreement.
11. I agree to send to Parks Canada, at my expense, an evaluation copy of the project (or galley) containing the images for inspection and approval prior to releasing the project. I acknowledge that Parks Canada has the right to refuse or restrict the use of the images for any reason.
12. I acknowledge that the rights acquired under this license are non-assignable.
13. I warrant that I have the authority to bind the corporation.

Signature of Licensee

Date

License to Use and to Reproduce Parks Canada Images

TERMS AND CONDITIONS (LONG FORM) (sample only)

The terms and conditions set out in this document are binding and form part of the licensing agreement. Please read through it carefully.

Definitions

1. For the purposes of this agreement, the following definitions apply:

Image includes but is not limited to film/video footage, photographs, transparencies, negatives, whether stored in their original format or on computer, video, laser disc, magnetic tape or digitally transmitted electronic files or any other medium whatsoever used by Parks Canada.

Material refers to all images belonging to Parks Canada, irrespective of format or medium.

Project is the specific purpose for which the licensee will use the material.

Licensee is the organization and the authorized representative of the organization requesting the use of Parks Canada material.

Grant of License

2. The Grant of License is a non-exclusive and non-transferable license for the right to use and to reproduce duplicates of Parks Canada images for the purpose(s), territories and time period specified in the license. The license is granted for one time use only.

Examinations of Material and Ownership of Material

3. The licensee will examine the material and will inform Parks Canada, in writing, within 14 days of receipt, of any technical defect that prevents the licensee from using the material in the project.
4. Parks Canada reserves all rights in and to the Material.
5. Where appropriate, material will be credited as follows:

For photos: Photo: Parks Canada / Photographer / Catalogue #, Date

NOTE: In credit lines for photos, "Parks Canada" and the name of the photographer (if known) is compulsory. The date is recommended by legal services but is not an industry standard. The catalogue number (when available) is recommended for legal and collection management purposes and is a standard for most large government collections of images, but inclusion is at the discretion of the manager responsible for the collection.

For film / video: Footage of [name of national park/national historic site], Parks Canada

6. The licensee acknowledges and accepts that Parks Canada has title to the actual physical copy of the material, but that there may also be third parties' rights which may be affected by the licensee's use of the material.
7. The licensee is responsible for any loss or damage to Parks Canada property supplied under this agreement.

Declaration

8. The licensee declares that the use and reproduction herein authorized will not be adapted, manipulated or modified for use in any other medium whatsoever that alters the integrity of the material without prior written permission from Parks Canada.

Payment of Fees

9. The licensee will pay all administrative, reproduction and royalty Fees for the copyright herein licensed within 30 days of the date of invoice from Parks Canada. Interest at the discount rate of interest set by the Bank of Canada will be charged on overdue accounts. Parks Canada has the right to require payment of all administrative and reproduction fees regardless of whether or not the Licensee uses the material in the project. All fees will be paid in Canadian dollars. The licensee will not release the project until these invoices are paid in full.

Non-Assignment and Infringement By Third Parties

10. The licensee will not assign, or license, to any person the rights under this agreement and will not use or authorize any other person to use the material in a manner other than that permitted by this agreement, without obtaining Parks Canada's prior written permission.
11. The licensee shall inform Parks Canada, of any unauthorized use of the material, by any third party, immediately upon becoming aware of this activity.

Warranties and Representations and Covenants

12. The licensee warrants, represents and covenants that,
- a) the project containing the material, in no way is defamatory, nor will it discredit Parks Canada, or any other person;
 - b) the use by the licensee of the material will not
 - (i) infringe the rights of any person including, without limitation, any copyright, trade-mark rights, rights to privacy, or publicity; and
 - (ii) violate any laws or regulations of any jurisdiction.
13. The licensee will indemnify Parks Canada for any claim, damage or loss resulting from a breach by the Licensee of the warranties and representations contained in this agreement.
14. The licensee will send to Parks Canada, at the licensee's cost, a copy of the project containing the material and agrees that Parks Canada may retain same for reference purposes.

OR

Upon written request by Parks Canada, the Licensee will send to Parks Canada, at the licensee's cost, a copy of the project containing the material for approval prior to the final production run. The licensee also agrees that Parks Canada may retain same or a copy of the final product for reference purposes.

Termination

15. Parks Canada may terminate the license if the licensee breaches any term of this agreement, and does not cure the breach within 10 business days of being notified by Parks Canada of the breach, or without any notice if the licensee becomes bankrupt or insolvent or executes an assignment for the benefit of its creditors or takes the benefit of any winding up or insolvency act.
16. Upon Parks Canada terminating the license, all applicable Fees owed Parks Canada will become due and the licensee will send all copies of the material, within the care or control of the licensee, to Parks Canada. Termination of this agreement will not prejudice any recourse that Parks Canada may have through the operation of the law.
17. All warranties, representations and indemnities given in this agreement by the licensee will survive in perpetuity the termination or expiry of this license.

Notice

- 18.1 All notices required under the license shall be void unless in writing and delivered by registered mail, courier or facsimile to the following addresses:
- (1) Parks Canada
(address)
 - (2) Licensee
(address)
- 18.2 Notices delivered by hand and by facsimile are deemed received the day they are sent. Notices sent by all other means will be deemed received, within three business days, or the day they are sent.

Effective Date

19. The effective date of the agreement is the date of the last signature.

Signed, sealed and delivered.

Signature (Licensee)

Date

Name (Print as signed)

Title (Licensee)

Signature (Parks Canada)

Date

Nom (Print as signed)

Title (Parks Canada)

Use of Parks Canada Images

FINAL SELECTION OF PARKS CANADA IMAGES (sample only)

Name of licensee:
Title of licensee:
Company name:
Address:
Telephone:
Fax:
E-mail:

Project no.:
Title of project:

License to use these images was granted on (date/place) subject to the license agreement and its terms and conditions. This form (**Final Selection of Parks Canada Images**) must be submitted prior to the release of the project so that an invoice for use of the Images can be issued, as required in the license. The following list is a complete list of the Parks Canada images that have been used in the production as described in the project description of the license. The invoice that will be issued must be paid in full before the project can be released.

Catalogue #	Size/Format	Position	Fee

Name (Print)

Title (Print)

Signature

Date

Use of Parks Canada Images

STATEMENT OF INVOICE (FOR INTERNAL PARKS CANADA USE ONLY) (sample only)

Invoice # : _____ Date : _____

Name of licensee: _____
Title of licensee: _____
Company name: _____
Address: _____
Telephone: _____
Fax: _____
E-mail: _____

Project no.: _____
Title of project: _____

Rights Granted From: _____ **Until:** _____

Project Description: _____

Territories Licensed: _____

Print Run: _____

Catalogue #	Size/Format	Position	Fee

Sub-total (A): \$ _____

Discount at _____ %: \$ _____

Administrative Fees

Categories	Rates	Fee
Research costs	\$25.00 per half hour	\$ _____
Slide duplication	\$12.00 per slide	\$ _____
Usage scanning	\$25.00 per half hour	\$ _____
ZIP disk	\$30.00	\$ _____
Shipping		\$ _____

Administrative Fees Sub-total (B): \$ _____

Total Fees (A+B): \$ _____

G.S.T. at 7% (or H.S.T. at 15%): \$ _____

P.S.T. at ____%: \$ _____

(Payable to Receiver General for Canada)

Total Payable: \$ _____

Use of Parks Canada Film and Video Footage

LICENSE AGREEMENT (sample only)

Name of licensee:
Title of licensee:
Company name:
Address:
Telephone:
Fax:
E-mail:

Parks Canada grants the named client a non-exclusive, non-transferable license to use and reproduce the listed film/video footage for the project specified in the project description and according to the attached terms and conditions, which form part of this agreement. The rights granted under this license are subject to the condition that payment is due, in Canadian funds, within 30 days of the date of invoice and is payable to the Receiver General for Canada. Failure to pay within 30 days will result in this license being void and no rights will have been granted as the rights under this license are conditional on payment of the invoice. Failure to pay the invoice subjects you to damages and other remedies available for copyright infringement.

Project Description

Working title:
Brief description: (of usage context)
Markets licensed:
Territories licensed:
Term licensed:
Material requested:

Please sign the attached Terms and Conditions to indicate your acceptance of this License Agreement.

PLEASE NOTE THAT THIS IS A LICENSE AGREEMENT AND NOT AN INVOICE. Upon receipt of a signed copy of this licensing agreement and **Final Selection of Parks Canada Film/Video Footage**, our invoice will be sent to you under separate cover.

Footage Used

Title of program (if part of series, list each individual program)	Seconds of footage used (minimum 30 seconds)
	Total seconds of footage used:

Name (Print)

Title (Print)

Signature (Licensee)

Date

License to Use and Reproduce Parks Canada Film/Video Footage

TERMS AND CONDITIONS (SHORT FORM) (sample only)

1. I agree that any Parks Canada images sent under this request are the property of Parks Canada. I am entitled to view the Parks Canada images for the limited purpose of determining the Parks Canada images, if any, I seek to use in my project. If I select Parks Canada images to use in my project, their use is subject to this license agreement and its terms and conditions.
2. I will examine the material and will inform Parks Canada, in writing, within 14 days of receipt, of any technical defect that prevents me from using the material.
3. If I have selected footage to be used in my project, I will submit the form entitled **Final Selection of Parks Canada Film/Video Footage** to Parks Canada within 30 days after completion of the production. The fees payable under this license include both administrative fees, due within 30 days of the date of the invoice, and a royalty fee, due within 30 days of the date of the invoice for royalties, and calculated in accordance with the forms included with this license. I agree that my project cannot be released until these invoices are paid in full.
4. Interest at the discount rate of interest set by the Bank of Canada will be charged on overdue accounts.
5. I agree that the footage may be used only once and only for the purposes and in the manner set out in the project description of this license. The footage may not be used for any other purpose or in any other manner.
6. I agree to provide a credit for the footage used in the following format: **Footage of _____ provided by Parks Canada.**
7. I agree that manipulation and/or modification of the material (other than editing for length) in any medium whatsoever that alters the integrity of the images is prohibited.
8. I warrant, represent and covenant that my use of the material will in no way be defamatory nor will it discredit Her Majesty, Parks Canada or any other person. My use of the material will not infringe the rights of any person including, without limitation, any copyright, trade-mark rights, rights to privacy, or publicity, and will not violate any laws or regulations of any jurisdiction.
9. I agree to indemnify and save harmless Her Majesty, and Parks Canada for all claims, damage or loss resulting from a breach of the warranties and representations contained in this agreement.
10. I agree that I am responsible for loss or damage to any Parks Canada property supplied under this agreement.
11. I agree to send to Parks Canada, at my expense, a screening copy of the production containing the footage licensed for inspection and approval prior to releasing the production. I acknowledge that Parks Canada has the right to refuse or restrict the use of the material for any reason.
12. I acknowledge that the rights acquired under this license are non-exclusive and non-assignable.
13. I warrant that I have the authority to bind the corporation.

Signature (Licensee)

Date

License to Use and to Reproduce Parks Canada Film/Video Footage

TERMS AND CONDITIONS (LONG FORM) (sample only)

The terms and conditions set out in this document are binding and form part of the licensing agreement. Please read it through carefully.

Definitions

1. For the purposes of this agreement, the following definitions apply:

Image includes but is not limited to film/video footage, photographs, transparencies, negatives whether stored in their original format or on computer, video, laser disc, magnetic tape or digitally transmitted electronic files or any other medium whatsoever used by Parks Canada.

Material refers to all images belonging to Parks Canada irrespective of format or medium.

Project is the specific purpose for which the licensee will use the material.

Licensee is the organization and the authorized representative of the organization requesting the use of Parks Canada material.

Grant of License

2. The Grant of License is a non-exclusive and non-transferable license for the right to use and to reproduce duplicates of Parks Canada images for the purpose(s), territories and time period specified in the license. The license is granted for one time use only.

Examination of Material and Ownership of Material

3. The licensee will examine the material and will inform Parks Canada, in writing, within 14 days of receipt, of any technical defect that prevents the licensee from using the material in the project.

4. Parks Canada reserves all rights in and to the material.

5. Where appropriate, material will be credited as follows:

For photos: Photo: Parks Canada / Photographer / Catalogue #, Date

NOTE: In credit lines for photos, "Parks Canada" and the name of the photographer (if known) is compulsory. The date is recommended by legal services but is not an industry standard. The catalogue number (when available) is recommended for legal and collection management purposes and is a standard for most large government collections of images, but inclusion is at the discretion of the manager responsible for the collection.

For film / video: Footage of [name of national park/national historic site], Parks Canada

6. The licensee acknowledges and accepts that Parks Canada has title to the physical copy of the material, but that there may also be third parties' rights which may be affected by the licensee's use of the material.

7. The licensee is responsible for any loss or damage to Parks Canada property supplied under this Agreement.

Declaration

8. The licensee declares that the use and reproduction herein authorized will not be adapted, manipulated or modified for use in any other medium whatsoever that alters the integrity of the material without prior written permission from Parks Canada.

Payment of Fees

9. The licensee will pay all administrative, reproduction and royalty fees for the copyright herein licensed within 30 days of the date of invoice from Parks Canada. Interest at the discount rate of interest set by the Bank of Canada will be charged on overdue accounts. Parks Canada has the right to require payment of all administrative and reproduction fees regardless of whether or not the Licensee uses the material in the project. All fees will be paid in Canadian dollars. The licensee will not release the project until these invoices are paid in full.

Non-Assignment and Infringement by Third Parties

10. The licensee will not assign, or license, to any person the rights under this agreement and will not use or authorize any other person to use the material in a manner other than that permitted by this agreement, without obtaining Parks Canada's prior written permission.
11. The licensee shall inform Parks Canada, of any unauthorized use of the material, by any third party, immediately upon becoming aware of this activity.

Warranties and Representations and Covenants

- 12.** The licensee warrants, represents and covenants that,
- a)** the project containing the material, in no way is defamatory, nor will it discredit Parks Canada, or any other person;
 - b)** the use by the licensee of the material will not
 - (i) infringe the rights of any person including, without limitation, any copyright, trade-mark rights, rights to privacy, or publicity; and
 - (ii) violate any laws or regulations of any jurisdiction.
- 13.** The licensee will indemnify Parks Canada for any claim, damage or loss resulting from a breach by the licensee of the warranties and representations contained in this agreement.
- 14.** The licensee will send to Parks Canada, at the licensee's cost, a copy of the project containing the material and agrees that Parks Canada may retain same for reference purposes.
- OR**
- Upon written request by Parks Canada, the licensee will send to Parks Canada, at the licensee's cost, a copy of the project containing the material for approval prior to the final production run. The licensee also agrees that Parks Canada may retain same or a copy of the final product for reference purposes.

Termination

- 15.** Parks Canada may terminate the license if the licensee breaches any term of this agreement, and does not cure the breach within 10 business days of being notified by Parks Canada of the breach, or without any notice if the licensee becomes bankrupt or insolvent or executes an assignment for the benefit of its creditors or takes the benefit of any winding up or insolvency act.
- 16.** Upon Parks Canada terminating the license, all applicable fees owed Parks Canada will become due and the Licensee will send all copies of the material, within the care or control of the licensee, to Parks Canada. Termination of this agreement will not prejudice any recourse that Parks Canada may have through the operation of the law.
- 17.** All warranties, representations and indemnities given in this agreement by the licensee will survive in perpetuity the termination or expiry of this license.

Notice

- 18.1** All notices required under the license shall be void unless in writing and delivered by registered mail, courier or facsimile to the following addresses:
- (1)** Parks Canada
(address)
 - (2)** Licensee
(address)
- 18.2** Notices delivered by hand and by facsimile are deemed received the day they are sent. Notices sent by all other means will be deemed received, within three business days, or the day they are sent.

Effective Date

- 19.** The effective date of the agreement is the date of last signature.

Signed, sealed and delivered.

Signature (Licensee)

Date

Name (Print as signed)

Title (Licensee)

Signature (Parks Canada)

Date

Name (Parks Canada)

Title (Parks Canada)

Use of Parks Canada Film and Video Footage

STATEMENT OF INVOICE (sample only)

Invoice # : _____ Date : _____

Name of licensee: _____
 Title of licensee: _____
 Company name: _____
 Address: _____
 Telephone: _____

Working title of production: _____
 Term required (if other than 5 years): _____
 Markets licensed: _____
 Territories licensed: _____

Statement of Fees

A) Royalty Fees

Number of seconds	\$ per second of actual material incorporated into the production	Total
_____ seconds	\$ _____	\$ _____

Total royalty fee payable: _____

B) Administrative Fees

Categories	Rate	Fee
Start up fee	\$50.00	\$50.00
Library and research costs	\$25.00/half hour	\$
Tape/Film preparation	\$25.00/half hour	\$
Screening	\$25.00/half hour	\$
Dubbing Fees	\$75.00/half hour	\$
Previewing	\$100.00/tape	\$
Tapes		
Betacam 30 min.	\$35.00/tape	\$
Betacam 20 min.	\$30.00/tape	\$
VHS	\$10.00/tape	\$
Actual shipping and delivery costs to client:		\$

Total administration fee payable: _____

G.S.T. at 7% (or H.S.T. at 15%) For A & B: _____

P.S.T. at ____ % For A & B: _____

C) Total Payable

To Receiver General for Canada. To be returned within 30 days.

Total royalty fee payable and total administration fee payable: _____

APPENDIX B

FEE SCHEDULES FOR USE OF PARKS CANADA
STILL IMAGES FOR VARIOUS MEDIA

APPENDIX B - FEE SCHEDULE FOR USE OF PARKS CANADA STILL IMAGES FOR VARIOUS MEDIA

Page

- B1** Fee Schedule for Newspapers, Magazines and Other Printed Material (large print run)
- B2** Fee Schedule for Photographs to be Used in a Report or Other Printed Material (short print run)
- B3** Fee Schedule for Photographs and Exhibit Materials
- B3** Fee Schedule for Highway Advertising Billboards
- B4** Fee Schedule for Slides
- B5** Fee Schedule for Digital Images

Fee Schedule for Newspapers, Magazines and Other Printed Material

(LARGE PRINT RUN)

Page size	Surface area of image In square inches (from... to... in ²)	Circulation										
		0.5 K	1 K	2.5 K	5 K	10 K	25 K	50 K	100 K	250 K	500 K	1000 K
Commercial rate in dollars - non-exclusive reproduction rights												
1/16	0.00 to 6.00	50	50	50	50	50	75	100	125	150	175	200
1/8	6.01 to 12.00	50	75	100	125	150	175	200	225	250	275	300
1/4	12.01 to 24.00	150	175	200	225	250	275	300	325	350	375	400
1/3	24.01 to 32.00	200	225	250	275	300	325	350	375	400	425	450
1/2	32.01 to 47.00	250	275	300	325	350	375	400	425	450	475	500
2/3	47.01 to 63.00	300	325	350	375	400	425	450	475	500	525	550
1/1	63.01 to 94.00	350	375	400	425	450	475	500	525	550	575	600
2/1	94.01 to 187.00	450	475	500	525	550	575	600	625	650	675	700
3/1	187.01 to 281.00	550	575	600	625	650	675	700	725	750	775	800
4/1	281.01 to 374.00	650	675	700	725	750	775	800	825	850	875	900
6/1	374.01 to 561.00	750	775	800	825	850	875	900	925	950	975	1000
8/1	561.01 to 748.00	950	975	1000	1025	1050	1075	1100	1125	1150	1175	1200
12/1	748.01 to 1122.00	1150	1175	1200	1225	1250	1275	1300	1325	1350	1375	1400
16/1	1122.0 to 1496.00	1350	1375	1400	1425	1450	1475	1500	1525	1550	1575	1600
+	1496.01 or more	1750	1775	1800	1825	1850	1875	1900	1925	1950	1975	2000

Additional Information with Regard to Commercial Rates

The rates shown in this schedule are applicable for newspapers, magazines, books, catalogues, date books, calendars, video cassette and CD-ROM jackets, posters, postcards and other printed material.

Newspapers: 50% of commercial rate.

Cover page of magazine: 150% of commercial rate.

Postcards: commercial rate plus \$0.05 per printed postcard depending on circulation.

Posters: commercial rate plus \$0.50 for printed postcards depending on circulation.

Discounts applicable depending on the number of images purchased in one transaction:

One image purchased: no discount

From 2 to 5 images: 20% discount

From 6 to 10 images: 40% discount

More than 10 images: 50% discount

Fee Schedule for Photographs to be Used in a Report or Other Printed Material (SHORT PRINT RUN)

Size (In inches)	Surface area of image In square inches (from... to... in ²)	Circulation of report				
		1	2 to 5	6 to 10	11 to 25	26 to 499
Commercial rate in dollars - non-exclusive reproduction rights						
4 x 5	00.0 to 20.0	25	27	30	33	37
5 x 7	20.1 to 35.0	50	55	60	66	73
8 x 10	35.1 to 80.0	75	82	90	100	110
11 x 14	80.1 to 154.0	100	110	120	135	145
16 x 20	154.1 to 320.0	150	165	180	200	220
20 x 24	320.1 to 480.0	200	220	240	265	290
24 x 30 (36)	480.1 to 864.0	250	275	300	330	365
30 x 40	864.1 to 1 200.0	300	330	365	400	440
40 x 50 (60)	1 200.1 to 2 400.0	350	385	425	465	510
48 x 60	2 400.1 to 2 880.0	400	440	480	530	585
48 x 60 and over	2 880.1 and over	450	495	545	600	660

Reproduction quality

Photographic: 100% of commercial rate

Laser photocopy: 50% of commercial rate

Applicable discount depending on the number of images purchased during same transaction:

Number of images	one image	from 2 to 5 images	from 6 to 10 images	over 10 images
Applicable discount	no discount	20% discount	40% discount	50% discount

Fee Schedule for Photographs and Exhibit Materials

Size (In inches)	Surface area of image In square inches (from... to... in ²)	Number of same image				
		1	2 to 5	6 to 10	11 to 25	26+
Commercial rate in dollars - non-exclusive reproduction rights						
4 x 5	00.0 to 20.0	25	27	30	33	37
5 x 7	20.1 to 35.0	50	55	60	66	73
8 x 10	35.1 to 80.0	75	82	90	100	110
11 x 14	80.1 to 154.0	100	110	120	135	145
16 x 20	154.1 to 320.0	150	165	180	200	220
20 x 24	320.1 to 480.0	200	220	240	265	290
24 x 30 (36)	480.1 to 864.0	250	275	300	330	365
30 x 40	864.1 to 1 200.0	300	330	365	400	440
40 x 50 (60)	1 200.1 to 2 400.0	350	385	425	465	510
48 x 60 2	400.1 to 2 880.0	400	440	480	530	585
over 48 x 60	2 880.1 and over	450	495	545	600	660

Fee schedule for Highway Advertising Billboards

Standard size of advertising billboards	Surface area of image	Number of identical billboards				
		1	2 to 5	6 to 10	11 to 25	26+
10 x 20 feet	In square feet (from... to... in ²)	Commercial rate in dollars - non-exclusive reproduction rights				
1/20	00.0 to 10.0	200	220	240	265	290
1/10	10.1 to 20.0	250	275	300	330	365
1/5	20.1 to 40.0	300	330	365	400	440
1/2	40.1 to 100.0	350	385	425	465	570
1/1	100.1 to 200.0	400	440	480	530	585
1/1 or over	200.1 and over	450	495	545	600	660

Fee Schedule for Slides

Number of copies (of slide presentation or sets of transparencies)	Number of different images								
	1	2 - 5	6 - 10	11 - 40	41 - 80	81 - 240	241 - 480	481 - 960	961+
Commercial rate in dollars (per image) - non-exclusive reproduction rights									
1	250	150	100	75	60	35	30	25	20
2	275	165	110	80	55	38	33	28	22
3 - 5	300	180	120	90	60	42	36	30	24
6 - 10	330	200	135	100	65	46	40	33	27
11 - 50	365	220	145	110	75	51	44	37	29
51 - 100	400	240	160	120	80	56	48	40	32
101 and over	440	265	175	135	90	62	53	44	35

Fee Schedule for Digital Images (CD-Rom, CD Photos and Other Media)

Dimensions (in pixels)	Number of different digital images used										Surface area of image (in square pixels)	Size (in inches) for a photographic quality printout (at 300 ppi)
	1	2-5	6-10	11-25	26-50	51-100	101-500	501-1000	1001 +			
Commercial rate in dollars (per image) - non-exclusive reproduction rights												
192x128	12.5	10	7.5	6.25	5	4	3	2	1		0 to 24,576	0.64 x 0.43
288x192	18.75	15	11.25	9.37	7	5.62	3.75	1.87	1		24,577 to 55,296	0.96 x 0.64
384x256	25	20	15	12.5	10	7.5	5	2.5	1.25		55,297 to 98,304	1.28 x 0.85
576x384	37.5	30	22.5	18.75	15	11.25	7.5	3.75	1.87		98,305 to 221,184	1.92 x 1.28
768x512	50	40	30	25	20	15	10	5	2.5		221,185 to 393,916	2.56 x 1.71
960x640	62.5	50	37.5	31.25	25	18.25	12.5	6.25	3.12		393,917 to 614,400	3.20 x 2.13
1152x768	75	60	45	37.5	30	22.5	15	7.5	3.75		614,401 to 884,736	3.84 x 2.56
1536x1024	100	80	60	50	40	30	20	10	5		884,737 to 1,572,864	5.12 x 3.41
2304x1536	150	120	90	75	60	45	30	15	7.5		1,572,864 to 3,538,944	7.68 x 5.12
3072x2048	200	160	120	100	80	60	40	20	10		3,538,945 to 6,291,456	10.24 x 6.82
4608x3072	300	240	180	150	120	90	60	30	15		6,291,457 to 14,155,776	15.36 x 10.24
6144x4096	400	320	240	200	160	120	80	40	20		14,155,777 to 25,165,824	20.48 x 13.65
6144x4096 + over	500	400	300	250	200	150	100	50	25		25,165,825 and over	20.48 x 13.65 and over

Circulation of CD-Rom or Other Electronic Media

1	1K	2.5K	5K	10K	25K	50K	100K	250K	500K	1000K
For circulation listed in row above, multiply figure from previous schedule by factor in row below to obtain applicable fee per image used										
x1	x6	x8	x10	x12	x14	x16	x18	x20	x22	x24

APPENDIX C

FEE SCHEDULE FOR FILM AND VIDEO
ROYALTY FEES

APPENDIX C - FEE SCHEDULE FOR FILM AND VIDEO

ROYALTY FEES

Page

C1 Fee Schedule for Film and Video Royalty Fees

Film and Video Royalty Fee Categories and Rates

	Canada	One Country	World
	Dollars per second	Dollars per second	Dollars per second
Broadcast Distribution			
Conventional TV and Cable Distribution	\$25.00	\$30.00	\$40.00
Pay Per View Distribution	\$25.00	\$30.00	\$40.00
Advertising Distribution	\$40.00	\$45.00	\$60.00
Music Video Distribution	\$40.00	\$45.00	\$60.00
Internet Distribution	n/a	n/a	\$40.00
Non-Broadcast Distribution			
Conventional Theatrical Distribution	\$40.00	\$45.00	\$60.00
Limited Theatrical Distribution	\$12.00	\$15.00	\$20.00
Live Theatrical Distribution	\$12.00	\$15.00	\$20.00
Educational Distribution	\$8.00	\$12.00	\$15.00
Commercial Carrier Distribution	\$15.00	\$20.00	\$25.00
Private Use Distribution	\$15.00	\$20.00	\$25.00
Captive Community Distribution	\$15.00	\$20.00	\$25.00
New Media Distribution	n/a	n/a	\$40.00

Basis: dollars per second, minimum 30 seconds

The above royalty rates are for non-exclusive rights for 5 years unlimited communications or performances. Payment of an additional 50% of the above royalty rate for a particular market and territory permits unlimited use of the material in perpetuity within the particular market and territory.

APPENDIX C - Fee Schedule for Film and Video Royalty Fees

A) Royalty Fees

Number of seconds	\$ per second of actual material incorporated into the production	Total
_____ seconds	\$ _____	\$ _____

Total royalty fee payable: _____

B) Administrative Fees

Categories	Rate	Fee
Start up fee	\$50.00	\$50.00
Library and research costs	\$25.00/half hour	\$
Tape/Film preparation	\$25.00/half hour	\$
Screening	\$25.00/half hour	\$
Dubbing Fees	\$75.00/half hour	\$
Previewing	\$100.00/tape	\$
Tapes		
Betacam 30 min.	\$35.00/tape	\$
Betacam 20 min.	\$30.00/tape	\$
VHS	\$10.00/tape	\$
Actual shipping and delivery costs to client:		\$

Total administration fee payable: _____

G.S.T. at 7% (or H.S.T. at 15%) For A & B: _____

P.S.T. at ____ % For A & B: _____

C) Total Payable

To Receiver General for Canada. To be returned within 30 days.

Total royalty fee payable and total administration fee payable: _____

APPENDIX D

FEE SCHEDULE FOR LOCATION FEES
FOR NEW PRODUCTIONS

APPENDIX D - FEE SCHEDULE FOR LOCATION FEES FOR NEW PRODUCTIONS

Page

D1 Film/Photography Fees Location Fee

Film/Photography Fees

This fee is applied to each day, or portion thereof, of production, and will not be pro-rated. The exact fee charged depends on a number of factors, including production size, length of stay, location and so on.

Location Fee

Production Crew Size	Application Fee	Daily Location Fee
		Filming within a National Park, Marine Conservation Area, National Historic Site or inside a Heritage Building
1 - 5	\$250	\$420 + \$80 per person
6 - 30	\$1000	\$420 + \$80 per person
31 - 100	\$2500	\$420 + \$80 per person

APPENDIX E

FILM AND PHOTOGRAPHY
PRODUCTION AGREEMENTS (SAMPLES)

APPENDIX E - FILM AND PHOTOGRAPHY

PRODUCTION AGREEMENTS (SAMPLES)

Page

- E1** Documentary Film Production in a National Historic Site
- E2** Sample Agreement
- E6** Television Production in a National Park
- E7** Sample Agreement

Note: These forms are offered as samples only. Consideration should be given in each case as to whether the sample covers all aspects of the situation each time they are applied. Contents of the samples should be edited to suit the requirements of each individual use. As production agreements are written for one-time events, and samples cannot cover all situations that may arise, it is strongly recommended that each production agreement should be reviewed by Legal Services.

Documentary Film Production in a National Historic Site

A National Historic Site (**Confederation Hall National Historic Site**) has been approached by a production company (**Living History Production Company**) to use the site for scenes in a documentary for distribution in the school system. The name of the production will be *Beginning*.

As this production is in keeping with our mandate and the commemorative themes of the site, and it is being produced by a non-profit organization, and the production company has provided proof, to the satisfaction of the Superintendent, by way of a letter from the non profit organization, that the production company is doing it at cost, the authorization fee is \$250.00.

Discussions included:

Cost recoverables

It has been determined that the following are costs which should be recovered:

Staff costs are valued at \$50.00 per hour. This figure is used as an average to cover the full range of staff salaries and compensate for a portion of the time being overtime. A total of 16 hours is required to complete the scenes. Therefore, the total staff costs are calculated as follows:

GT 2	- 6 hours regular time	\$ 300.00
	- 10 hours overtime	\$ 500.00
GT 4	- 6 hours regular time	\$ 300.00
	- 10 hours overtime	\$ 500.00
Total staff costs		\$1,600.00
Maintenance and utilities and miscellaneous expenses (\$100 x 2 days)		\$ 200.00
Total cost recoverable for the two days		\$1,800.00

Any additional time will be invoiced at \$900.00 per day.

The location fee will be waived due to the non-profit nature of the production company. The Company will provide a storyline and/or script to the Superintendent and if he approves of the script the credits will have a message relating to the Parks Canada mandate. The company will be responsible for all clean up, security, and damages.

A performance bond of \$20,000 will be required along with insurance in the amount of \$2,000,000 due to the use of a horse and carriage.

Attached is the agreement for the above scenario.

This **Agreement** made this 2nd day of August 2002.

BETWEEN HER MAJESTY THE QUEEN, in right of Canada, represented herein by the Chief Executive Officer, Parks Canada Agency, (hereinafter called "Her Majesty")

OF THE FIRST PART,

AND LIVING HISTORY PRODUCTION COMPANY, a body corporate, having its head office in the City of Halifax, in the County of Halifax, Province of Nova Scotia (hereinafter called "the Company"),

OF THE SECOND PART.

WHEREAS Living History Production Company has requested permission to carry out filming and photographic activities in Confederation Hall National Historic Site, for inclusion in a period production with the working title *Beginning* during the period August 6, 2002 to August 7, 2002 inclusive.

WITNESS that, in consideration of the fee to be paid, the covenants and agreements herein reserved and contained to be observed, performed and kept, on the part of Living History Production Company, Her Majesty grants permission to enter the Site for the purpose of photographing my means of motion picture, still or video device photography, at designated times and locations listed in Schedule A attached hereto.

The Company will pay to Her Majesty, at the office of the Superintendent, by certified check to the Receiver General for Canada, on the date of execution of this agreement, the sum of two hundred and fifty dollars (\$250.00) as authorization fee. In addition, the Company will pay one thousand eight hundred dollars (\$1,800.00) for expenses incurred by the Site.

The Parties Covenant and Agree As Follows:

Article 1.00 Definitions

1.01 In this Agreement:

- a) "Chief Executive Officer" means the Chief Executive Officer, Parks Canada, or any person authorized to act on his behalf;
- b) "Site" means Confederation Hall National Historic Site;
- c) "Superintendent" means the Superintendent, Confederation Hall National Historic Site, or any person authorized to act on his behalf.

Article 2.00 Liability and Indemnity

2.01 Living History Production Company will have no claim or demand against Her Majesty or any of Her agents and all those for whom Her Majesty may at law be responsible, for detriment, damage, accident or injury of any nature whatsoever or howsoever caused to the land or to any person or property thereon.

Living History Production Company will at all times indemnify and save harmless Her Majesty or any of Her servants, agents, contractors and all those for whom Her Majesty may at law be responsible, from and against claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the execution of this agreement or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder.

Living History Production Company will, at its own expense, obtain and maintain comprehensive general liability insurance of a minimum of two million dollars (\$2,000,000.00) per incident. Living History Production Company will supply, to the Superintendent, proof that it has obtained said general liability insurance on or before the close of business being 1600 hours on August 5, 2002. Such insurance will provide that Living History Production Company and Her Majesty, as named insureds, are indemnified against all legal liability arising from the death of or injury to any person as well as the loss of or damage to any property, to the extent that liability for these things is connected with the use of the Site covered by this agreement.

Such insurance will provide that in the event of the death of or injury to an employee of one of the insureds named therein by an event for which the other insured named therein is or may be liable, such insurance will indemnify the insured against whom the claim is made or may be made in the same manner as if separate policies had been issued to each named insured named therein.

Such insurance will provide for cross liability, that is to say, that the insurance shall indemnify each named insured in the same manner as though separate policies were issued in respect of any action brought against either of the named insured by the other named insured without any rights to cross claim or subrogate against Her Majesty.

Article 3.00 Covenants

3.01 Living History Production Company covenants to:

- a) provide a performance bond in the amount of twenty thousand dollars (\$20,000.00) in the form of a certified cheque issued to the Receiver General for Canada by the close of business being 1600 hours August 5, 2002. Upon satisfactory performance of the terms and conditions contained within this agreement, the performance bond shall be returned to the Company within fifteen business days after the Company vacates the Site;
- b) submit to the Superintendent a storyline and script for approval regarding historical accuracy by 1600 hours August 3, 2002;
- c) obtain the written consent of the Superintendent prior to making any modifications or changes of any nature to the Site;
- d) repair, return to the original condition, or replace, to the satisfaction of the Superintendent, any damage, change or removals from the shooting locations within the Site;
- e) ensure that resources of the shooting locations are protected and follow the Superintendent's or his designate's direction in matters related to protection;
- f) pay nine hundred (\$900.00) per day for any additional days required to complete the shoot.
- g) provide the Superintendent with a shooting schedule, list of crew members, equipment and production activities, for his approval by 1600 hours August 3, 2002.
- h) provide plywood in the dimensions required by the Superintendent to use where any heavy equipment will be operated to protect the floors from damage;
- i) ensure that no food or drink is consumed inside the buildings;
- j) include credit acknowledgment as follows:
"Filmed partially on location with the permission of the Parks Canada Agency, at Confederation Hall National Historic Site of Canada, Nova Scotia" along with a suitable conservation message, to be submitted by the Superintendent by 1600 hours August 7, 2002;
- k) ensure that all lights be turned off when not testing light levels or shooting;
- l) ensure that any livestock used in the production is attended to at all times and cleanup of any waste material is performed immediately after each shoot;
- m) ensure that no furnishings, exhibits or displays are disturbed in any way whatsoever without the prior written permission of the Superintendent;
- n) ensure that the footage will be used only for the purpose contained in this agreement and in only the stated production.

3.02 Her Majesty covenants to:

- a) provide Living History Production Company with use of the various sites listed in Schedule A subject to restrictions set by the Superintendent or his designate;
- b) provide designated parking space as required;
- c) provide the services of the Chief, Visitor Activities and an assistant, to act as liaison and to offer advice as required.

Article 4.00 Taxes and Other Charges

4.01 Living History Production Company covenants and agrees to pay the said fees and all applicable taxes, rates, duties, assessments or other impositions whatsoever charged resulting from the use of the Site.

Article 5.00 Accessibility

5.01 Her Majesty and her designated representatives will have full and complete access to the location sites throughout the period.

5.02 Access to the Site will remain available to the public during normal operating hours of the Site during the currency of this agreement.

Article 6.00 Inspection

6.01 An inspection will occur after removal of all equipment and the Company's personnel from each location site. The inspection will be done by a representative of the Superintendent and a representative of Living History Production Company to ensure that each location site is returned to the condition it was in prior to its use by the Company.

Article 7.00 Alienation

7.01 This Agreement is granted to Living History Production Company only and is not assignable.

Article 8.00 Miscellaneous

8.01 The Company agrees that only those activities, site locations, crew size and equipment specifically mentioned in the applicant's proposal are authorized and all changes must receive prior written approval.

8.02 Her Majesty agrees that all rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity by the Company and its successors, and neither the Confederation Hall National Historic Site nor any tenant or other party now or hereafter having an interest in said Park or Site shall have any right of action, including without limitation any right to injunctive relief against the Company, its successors and or any other party arising out of any use or non use of said photography and or sound recordings.

APPENDIX E - Film and Photography Production Agreements (samples)

8.03 Neither the Company, nor its successors, shall be obligated to make any actual use of any photography, recordings, depictions or other references to the Site hereunder in any motion picture, film, video or otherwise.

However, this Article does not release Living History Production Company from any of its obligations under Article 3.01 (j) of this agreement should the production be released.

8.04 The parties hereto specifically covenant and agree that no partnership, joint venture or agency relationship is created or intended to be created between Her Majesty and Living History Production Company pursuant to this agreement.

IN WITNESS WHEREOF, John Doe, the Superintendent, Confederation Hall National Historic Park, on behalf of Her Majesty, has hereunto set his hand and seal and Living History Production Company has hereunto affixed its corporate seal attested to by its proper signing officers duly authorized in that behalf.

**Signed, sealed and delivered by the Superintendent,
Confederation Hall National Historic Site, on behalf of
Her Majesty in the presence of:**

Witness

Signed, sealed and delivered by:

Witness

Superintendent

Title

Television Production in a National Park

A National Park (**Wilderness National Park**) has been approached by a production company (**Ye Olde Production Company**) to film scenes in the park for a television program with the working title *Great Wilderness Areas of Canada*. Some scenes will include the use of a helicopter. There will be night shooting which involves an overnight stay in a remote area.

Discussions included:

- an authorization fee of \$500
- the shoot is for four (4) days (July 10 -13 inclusive)
- a commercial venture with a crew of 20 people (\$1,000 per day location fee for a total of \$4,000)
- parking, a guide, storage space will be required
- the Superintendent, in this instance, requires insurance of five million dollars per incident due to helicopter and overnight in a remote area

Cost Recoverables:

Staff costs are valued at \$50.00 per hour. This figure is used as an average to cover the full range of staff salaries and compensate for a portion of the time being overtime. A total of 16 hours is required to complete the scenes. Therefore, the total staff costs are calculated as follows:

GT 4	- 24 hours regular time	\$ 1,200.00
	- 16 hours overtime	\$ 800.00
Total staff costs		\$ 2,000.00
Maintenance and utilities and miscellaneous expenses		
	\$100 x 4days	\$ 400.00
Total cost recoverables		\$ 2,400.00

Any additional time will be invoiced at \$600.00 per day.

A performance bond of \$20,000 will be required.

Attached is the agreement for the above scenario.

This **Agreement** made this 5th day of July, 2002.

BETWEEN HER MAJESTY THE QUEEN, in right of Canada, represented herein by the Chief Executive Officer, Parks Canada Agency, (hereinafter called "Her Majesty")

OF THE FIRST PART,

AND YE OLDE PRODUCTION COMPANY, a body corporate, having its head office in the City of Halifax, in the County of Halifax, Province of Nova Scotia (hereinafter called "the Company"),

OF THE SECOND PART.

WHEREAS Ye Olde Production Company has requested permission to carry out filming and photographic activities in Wilderness National Park, for inclusion in a nature film with the working title *Great Wilderness Areas of Canada* during the period from July 10, 2002 to July 13, 2002 inclusive.

WITNESS that, in consideration of the fee to be paid, the covenants and agreements herein reserved and contained to be observed, performed and kept, on the part of Ye Olde Production Company, Her Majesty grants permission to enter the park for the purpose of photographing by means of motion picture, still or video device photography, at designated times and locations listed in Schedule A attached hereto.

The Company will pay to Her Majesty at the office of the Superintendent by certified cheque to the Receiver General for Canada on the date of execution of this agreement, the sum of five hundred dollars (\$500.00) as authorization fee.

In addition, the Company will pay four thousand dollars (\$4,000.00) as a location fee plus two thousand four hundred dollars (\$2,400.00) to cover expenses incurred by the Park.

The Parties Covenant and Agree As Follows:

Article 1.00 DEFINITIONS

1.01 In this Agreement:

- a) "Chief Executive Officer" means the Chief Executive Officer, Parks Canada, or any person authorized to act on his behalf;
- b) "Park" means Wilderness National Park;
- c) "Superintendent" means the Superintendent, Wilderness National Park, or any person authorized to act on his behalf;

Article 2.00 Liability and Indemnity

2.01 Ye Olde Production Company will have no claim or demand against Her Majesty or any of Her agents and all those for whom Her Majesty may at law be responsible, for detriment, damage, accident or injury of any nature whatsoever or howsoever caused to the land or to any person or property thereon.

Ye Olde Production Company will at all times indemnify and save harmless Her Majesty or any of Her servants, agents, contractors and all those for whom Her Majesty may at law be responsible, from and against claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the execution of this agreement or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder.

Ye Olde Production Company will, at its own expense, obtain and maintain comprehensive general liability insurance of a minimum of five million dollars (\$5,000,000.00) per incident. Ye Olde Production Company will supply, to the Superintendent, proof that it has obtained said general liability insurance on or before the close of business being 1600 hours on July 5, 2002. Such insurance will provide that Ye Olde Production Company and Her Majesty, as named insureds, are indemnified against all legal liability arising from the death of or injury to any person as well as the loss of or damage to any property, to the extent that liability for these things is connected with the use of the park covered by this agreement.

Such insurance will provide that in the event of the death of or injury to an employee of one of the insureds named therein by an event for which the other insured named therein is or may be liable, such insurance will indemnify the insured against whom the claim is made or may be made in the same manner as if separate policies had been issued to each named insured named therein.

Such insurance will provide for cross liability, that is to say, that the insurance shall indemnify each named insured in the same manner as though separate policies were issued in respect of any action brought against either of the named insured by the other named insured without any rights to cross claim or subrogate against Her Majesty.

Article 3.00 COVENANTS

3.01 Ye Olde Production Company covenants to:

- a) provide a performance bond in the amount of twenty thousand dollars (\$20,000.00) in the form of a certified cheque issued to the Receiver General for Canada by the close of business being 1600 hours on July 8, 2002. Upon satisfactory performance of the terms and conditions contained within this agreement, the performance bond shall be returned to the Company within fifteen (15) business days after the Company's personnel vacate the Park.
- b) obtain the written consent of the Superintendent prior to making any modifications or changes of any nature to the various location sites;
- c) repair, return to the original condition, or replace, to the satisfaction of the Superintendent any damage, change or removals from the various shooting locations within the Park;
- d) ensure that resources of the various shooting locations are protected and will follow the Superintendent's or his designate's direction in matters related to resource protection, where possible such directions and guidelines will be provided in writing, in advance, to the Company's representative;
- e) ensure that there will be no low level helicopter flights or landings within the Park;
- f) provide the Superintendent, for his approval, a script outline or storyboard and a shooting schedule listing all crew members, equipment and production activities by 1600 hours on July 8, 2002;
- g) pay one thousand dollars (\$1,000.00) as location fee plus six hundred dollars (\$600.00) per day for any additional days required to complete the shoot, as costs incurred by the park;
- h) ensure no alcoholic beverages are consumed by any of its employees or contractors within the Park;
- i) comply with the provisions of the *National Parks Act* and all other applicable statutes and regulations, as they may be amended, revised, consolidated or substituted from time to time, including without limitation, all laws concerned with environmental assessment and protection;
- j) not cause, permit or allow the commission of any waste on or in the land. The Superintendent shall be the sole judge of whether or not any such act or thing is a waste;
- k) not create or permit or suffer any act or thing on the land which is a nuisance. The Superintendent shall be the sole judge of whether or not any such act or thing is a nuisance;
- l) not cut down or permit the cutting down, interfere with or permit the interference with any timber, trees or other vegetation on the land, or impair or permit the impairment of the natural beauty of the land, except to the extent that the Superintendent may allow;
- m) observe fire and safety precautions and comply fully with the instructions of the Superintendent in relation thereto;
- n) agree to include credit acknowledgment as follows:
"Filmed on Location and with the permission of the Parks Canada Agency, at Wilderness National Park of Canada, Nova Scotia"
- o) to use the footage only for the purpose and in the film specified in this agreement.

3.02 Her Majesty covenants to:

- a) provide Ye Olde Production Company with use of the various sites listed in Schedule A.
- b) provide parking and storage space as designated by the Superintendent or his representative;
- c) provide guides to the location sites and for one overnight trip to a remote location;

Article 4.00 Taxes and Other Charges

4.01 Ye Olde Production Company covenants and agrees to pay the said fees and all applicable taxes, rates, duties, assessments or other impositions whatsoever charged resulting from the use of the Park.

Article 5.00 Accessibility

5.01 Her Majesty and her designated representatives, will have full and complete access to the location sites throughout the period. For the purpose of obtaining access to all areas secured by Ye Olde Production Company, Her Majesty and her designates will be provided with the appropriate documentation.

Article 6.00 Inspection

6.01 An inspection will occur after removal of all equipment and the Company's personnel from each location site. The inspection will be done by a representative of the Superintendent and a representative of Ye Olde Production Company to ensure that each location site is returned to the condition it was in prior to its use by the Company.

ARTICLE 7.00 ALIENATION

7.01 This Agreement is granted to Ye Olde Production Company only and is not assignable.

ARTICLE 8.00 MISCELLANEOUS

8.01 The Company agrees that only those activities, site locations, crew size and equipment specifically mentioned in the applicant's proposal are authorized and all changes must receive prior written approval.

APPENDIX E - Film and Photography Production Agreements (samples)

8.02 Her Majesty agrees that all rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity by the Company and its successors, and neither the Wilderness National Park nor any tenant or other party now or hereafter having an interest in said Park shall have any right of action, including without limitation any right to injunctive relief against the Company, its successors and or any other party arising out of any use or non use of said photography and or sound recordings.

8.03 Neither the Company nor its successors shall be obligated to make any actual use of any photography, recordings, depictions or other references to the Park hereunder in any motion picture, film, video or otherwise.

However, this Article does not release Ye Olde Production Company from any of its obligations under Article 3.01 (n) and (o) of this agreement should the production be released.

8.04 The parties hereto specifically covenant and agree that no partnership, joint venture or agency relationship is created or intended to be created between Her Majesty and Ye Olde Production Company pursuant to this agreement.

IN WITNESS WHEREOF, John Doe , the Superintendent, Wilderness National Park, on behalf of Her Majesty, has hereunto set his hand and seal and Ye Olde Production Company has hereunto affixed its corporate seal attested to by its proper signing officers duly authorized in that behalf.

**Signed, sealed and delivered by the Superintendent,
Confederation Hall National Historic Site on behalf of
Her Majesty in the presence of:**

Witness

Signed, sealed and delivered by:

Witness

Superintendent

Title

APPENDIX F

MODEL RELEASE FORMS

APPENDIX F - MODEL RELEASE FORMS

Page

F1 Release of Publicity and Privacy Rights (sample)

F2 Release of Publicity and Privacy Rights for Parks Canada Staff (sample)

Parks Canada

RELEASE OF PUBLICITY AND PRIVACY RIGHTS (sample only)

I, _____, agree to the use of my likeness, or a representation of my likeness (such as sketches or photographic adaptations), in materials developed by or on behalf of Parks Canada, or licensed by Parks Canada, including posters, photographs, videos, films and multimedia products. I release Parks Canada and their licensees from all liability for any claim of infringement of publicity or privacy rights that I might otherwise have had in connection with the use of my likeness, or a representation of my likeness.

I also agree that my likeness or representations of my likeness may be exhibited, shown or reproduced in any media, whether in Canada or elsewhere.

Printed name of model

Signature of model

Signature of parent/guardian (if model is under 19)

Witness

Date

Parks Canada

RELEASE OF PUBLICITY AND PRIVACY RIGHTS (sample only)

I, _____, agree that my likeness, or a representation of my likeness (such as sketches or photographic adaptations) may be used during and after the period of employment, in materials developed by or on behalf of Parks Canada, or licensed by Parks Canada, including posters, photographs, videos, films and multimedia products. I release Parks Canada from all liability for any claim of infringement of publicity or privacy rights, during and after the period of employment, that I might otherwise have had in connection with the use of my likeness, or a representation of my likeness.

I also agree that my likeness or representations of my likeness may be exhibited, shown or reproduced in any media, whether in Canada or elsewhere.

Printed name of employee

Signature of employee

Signature of parent/guardian (if employee is under 19)

Witness

Date

GLOSSARY

Co-productions

Productions to which Parks Canada has made a financial or in-kind contribution.

Copyright

Denotes legal ownership of the media, or literally, the right to copy (i.e. media for which Parks Canada owns the original media [slide, negative, photograph, videotape, film, etc.] and possesses all required documentation to establish ownership, such as signed model releases).

In-Kind Contributions

Fees waived or reduced in return for services, equipment or facilities provided free of charge or at a reduced rate.

Intellectual Property

Intellectual property is the intangible, intellectual nature of an object. Intellectual property is protected through patents (for inventions), copyright (for literary, artistic, dramatic and musical works), trademark (for words, symbols or designs used to identify products and services), industrial designs (for the shape, pattern or ornamentation of an article) and integrated circuit topographies (for the three-dimensional configurations of electronic circuits).

License

Authorization to use Parks Canada images and media for a specified purpose (such as a television production), market (such as home video sales), geographic area (normally restricted to Canada or worldwide) and period of time (generally for 5 years, or in perpetuity for an increased fee). Caution should be used in the choice of words to be used in a license because of the implications.

Note carefully the following terms:

Exclusive

The licensee will be the only one with rights to copy the work. This even bars the person (organization) issuing the license from reproducing their own work. (NB: the Department of Justice considers an “exclusive” license issued by a federal government department to be a contravention of Section 61 of the *Financial Administration Act* and therefore no “exclusive license” should be issued).

Sole

Issuing a “sole and non-exclusive” license reserves the right of the issuer to copy the work but prohibits the issuer from licensing any other copying of the work. This is not recommended.

Non-exclusive

The issuer can grant as many non-exclusive licenses as desired.

Moral Rights

Moral rights belong solely to the author of a work and exist independent of copyright. Moral rights protect the honour and reputation of an author. Even after copyright has been assigned to a work, moral rights remain with the author. Even when an employer is, by virtue of employment, the owner of the copyrighted work, the employee retains the moral rights for his/her creations. The only way an author can forfeit his/her moral rights is by signing a waiver of “Right of Association” and “Right of Integrity.”

Right of Association

The right, subject to circumstances and reasonable custom, to have one’s name associated with the work. The right to anonymity is also provided for, as is the right to use a pseudonym in association with the work.

Right of Integrity

The right to prevent the work from being used in the context when the author’s reputation might be prejudiced, either by distorting the work or modifying it, or by using it in connection with a product, a cause, a service or an institution.

Multimedia

In the context of these guidelines, multimedia refers to motion picture film and video images and sounds (stock shots and finished productions), still images (photographs, negatives and slides), and digital electronic images and sounds (whether created in digital form or digitized through scanning or other methods).

Markets

For the use of Parks Canada film/video footage, royalties are calculated based on the markets and territories for which the use of the footage is licensed. These markets are based on industry standards and generally fall into categories within two broad areas, namely broadcast, and public performance (or non-broadcast).

GLOSSARY

Broadcast

Licensed for distribution by communicating to the public by telecommunications, over radio or television (including cable, pay-tv, etc.) including:

Conventional Television and Cable Distribution means performance of production by means of:

VHF or UHF broadcast television stations where the video and audio portions of the production are intelligibly receivable without charge by outdoor rooftop or television set antennae, and simultaneous retransmission of the production in its entirety by a cable company where a subscription fee may be charged for reception of the entire broadcast service for a calendar period. This includes both commercial and public television stations financed by whatever means and communications for home viewing of the production as part of a general or specialty service channel, by any means of distribution, where a fee is charged for the reception of the entire channel containing the production for a calendar period, regardless of whether that channel is an optional or required service.

Pay per View Distribution means communication of the production for home viewing by any means of telecommunications, where a fee is charged to view the particular production and includes video on demand (VOD).

Advertising Distribution means exhibition of the production by any means of telecommunication, for the purpose of advertising or promoting either commercial or non-profit goods and services.

Music Video Distribution means distribution of the production as part of a specialty service channel which is aimed primarily at promoting commercial music and where each production will be less than five minutes in duration.

Internet Distribution means distribution of the production as an element of one or more pages on a Web site or through any other transmission to a computer such as, but not limited to, File Transfer Protocol (FTP).

Non-Broadcast

Licensed for distribution by public performance including:

Conventional Theatrical Distribution means communicating the production to audiences in multiple commercial cinemas or analogous public venues for which a fee for admission is charged.

Limited Theatrical Distribution means communicating the production to audiences in one cinema or one analogous public venue for which a fee for admission may or may not be charged and which may include exhibition at a film festival or in a museum.

Live Theatrical Distribution means communicating the production at live entertainment events, whether a fee is charged to the audience or not, including live theatre, concerts, night clubs and performance art.

Educational Distribution means communicating the production in:

- a) educational institutions including schools, colleges and universities;
- b) educational and training classes held for employees of non-educational organizations including private business and government;
- c) non-profit organizations and association of an educational, cultural, charitable, professional or social nature for which no fee is charged to the audience.

Commercial Carrier Distribution means communicating the production to the public in any manner and on any commercial form of transportation, including airlines, ships, buses and trains.

Private Use Distribution means communicating the production to the public in any form including, without limitation, video or audio cassette, laser disk, interactive video and CD-ROM at venues such as trade shows.

Captive Community Distribution means communicating the production exclusively within one or a limited number of residential locations or institutions including hotels and penitentiaries and armed forces bases.

Home Video Sales Distribution means selling the production to the public in any video format including, without limitation, VHS video cassette, laser disk, DVD, or any other consumer video format.

New Media Distribution means communicating the production to the public on any computer-based medium including, without limitation, CD-ROM.

Territory

Generally Canada or world.