



CANADA  
MEDIA FUND

FONDS DES MÉDIAS  
DU CANADA

# **DISTRIBUTOR PROGRAM GUIDELINES 2024-2025**

## TABLE OF CONTENTS

<b>1.</b>	<b>GENERAL INFORMATION .....</b>	<b>3</b>
<b>2.</b>	<b>DISTRIBUTOR PROGRAM – OVERVIEW .....</b>	<b>4</b>
2.1	INTRODUCTION .....	4
2.2	DEFINITIONS .....	4
2.4	LANGUAGE OF PROJECTS .....	4
2.4.1	Original Language of Production .....	4
<b>3.</b>	<b>DISTRIBUTOR PROGRAM – ELIGIBILITY.....</b>	<b>5</b>
3.1	ELIGIBLE APPLICANTS .....	5
3.2	ELIGIBLE PROJECTS .....	5
3.2.4	Eligible Triggering Commitment Requirements and Conditions .....	5
3.2.4.1	Eligible Triggering Commitment Requirements and Conditions - Production.....	5
3.2.4.2	Eligible Triggering Commitment Threshold .....	10
3.2.4.3	Maximum Term .....	10
3.2.4.4	Treatment of Other Exploitation Rights .....	11
3.2.5	Miscellaneous Requirements .....	12
<b>4.</b>	<b>DISTRIBUTOR PROGRAM – CMF CONTRIBUTION .....</b>	<b>13</b>
4.1	NATURE OF CONTRIBUTION .....	13
4.2	AMOUNT OF CONTRIBUTION .....	14
4.3	COMBINING DISTRIBUTOR PROGRAM FUNDS WITH BROADCASTER ENVELOPE PROGRAM (ENGLISH AND FRENCH) FUNDS.....	14
<b>5.</b>	<b>DISTRIBUTOR PROGRAM – DECISION PROCESS.....</b>	<b>15</b>

## 1. GENERAL INFORMATION

---

Section 1 of the [Linear Content - Core Production Guidelines](#) shall apply to the Distributor Program, unless otherwise specified.

## 2. DISTRIBUTOR PROGRAM – OVERVIEW

---

### 2.1 INTRODUCTION

In addition to the requirements set out in these Guidelines, Applicants must comply with (i) the applicable and enumerated rules and requirements of the [Linear Content – Core Production Guidelines](#), and (ii) the applicable policies and definitions in [Appendix A](#) and [Appendix B](#).

The Distributor Program (“**Program**”), part of the CMF’s Linear Content Programs, is a pilot initiative designed to offer more flexibility to Applicants by allowing financial contributions from Eligible Canadian Distributors to trigger Eligible Projects without the requirement of a Canadian Broadcaster.

For clarity, while Eligible Projects may have Eligible Licence Fees from an attached Canadian Broadcaster as part of the Project’s Eligible Triggering Commitment Threshold, all Projects must have an Eligible Market Contribution from an Eligible Canadian Distributor in order to receive CMF funding through this Program.

Please note that all Eligible Canadian Distributors must meet the definition found in [Appendix A](#) and must be confirmed by the CMF’s program administrator (“**CMFPA**”) in advance of an Applicant submitting a Project for CMF funding. Further, Eligible Canadian Distributors contributing to the Eligible Triggering Commitment Threshold on Projects seeking CMF funding must contact the CMFPA no less than fifteen (15) business days in advance of submitting their Project for funding in order for an eligibility determination to be made.

The Program will award financing to Eligible Projects through a selective process where the CMF will evaluate Eligible Applicants according to an Evaluation Grid.

The CMF budget for the Program is \$10,000,000.

### 2.2 DEFINITIONS

Please see [Appendix A](#) for definitions on the following terms found in these Guidelines:

- Canadian Broadcaster
- Eligible Canadian Distributor
- In-house Programming
- Related Party

### 2.4 LANGUAGE OF PROJECTS

#### 2.4.1 Original Language of Production

The original language of production for an Eligible Project in this Program must be in English or French.

The applicable language category is a single language determined by the original language of production of the Project.

Where a Project is versioned into another language, the language into which the Project was versioned is not the original language of production.

In cases where there are both English and French languages in a production, the CMF will evaluate a variety of factors (e.g., proportion of the different languages in the production, language of development materials, language of submitted creative materials, language of the first-window platform, etc.) to determine the Project’s original language of production.

## 3. DISTRIBUTOR PROGRAM – ELIGIBILITY

---

### 3.1 ELIGIBLE APPLICANTS

An Eligible Applicant in this Program must meet:

- Unless otherwise noted in this section, the Eligible Applicant criteria noted in **section 3.1 of the [Linear Content – Core Production Guidelines](#)**; and
- Any applicable specific eligibility criteria noted in this section.

In-house Programming is not eligible for the Distributor Program.

In this Program, no more than 50% of Program funds will be devoted to Projects from Applicants that are Related Parties to the Eligible Canadian Distributor that is triggering the Project. The remaining Program funds will be exclusively reserved for independent productions from Applicants that are not Related Parties to the triggering Eligible Canadian Distributor.

### 3.2 ELIGIBLE PROJECTS

An Eligible Project in this Program must meet:

- Unless otherwise noted in this section, the Eligible Project criteria noted in **section 3.2 of the [Linear Content – Core Production Guidelines](#)**;
- Any applicable specific eligibility criteria noted in this section.

Please note, pilots and projects that are feature films in the Drama programming genre are not eligible for funding in this Program.

#### 3.2.4 Eligible Triggering Commitment Requirements and Conditions

Instead of the requirements in **section 3.2.4 of the [Linear Content – Core Production Guidelines](#)**, Eligible Projects in this Program must meet the specific conditions below.

##### 3.2.4.1 Eligible Triggering Commitment Requirements and Conditions - Production

All applications in this Program are required to have an Eligible Triggering Commitment which must be comprised of an Eligible Market Contribution from an Eligible Canadian Distributor. This Program has the following maximum caps on submitted Projects from the same Eligible Canadian Distributor:

- maximum number of three (3) applications with Eligible Market Contributions from the same Related Party Eligible Canadian Distributor;
- maximum number of five (5) applications with Eligible Market Contributions from the same non-Related Party Eligible Canadian Distributor.

An Eligible Triggering Commitment may also include an Eligible Licence Fee from a Canadian Broadcaster, but this is not a requirement for this Program. For clarity, while Canadian Broadcasters are permitted to contribute to a Project's Eligible Triggering Commitment Threshold, this Program's purpose is to expand market tests for CMF Eligible Projects and is designed to widen the CMF-funding trigger to distinct Eligible Canadian Distributors (as defined in [Appendix A](#)) whose activities and resources are overwhelmingly devoted to the distribution and sale of film and television properties.

The Eligible Triggering Commitment must meet or exceed a minimum amount, expressed as a percentage of the Eligible Costs of the Project to be eligible for CMF production funding. Please see section 3.2.4.2 for more information on the Eligible Triggering Commitment Threshold.

Eligible Triggering Commitments in this Program are:

- a) Cash contributions
- b) Paid by an Eligible Canadian Distributor (and, if applicable, a Canadian Broadcaster)
- c) Paid to the CMF Applicant
- d) Which are in exchange for enumerated exploitation rights
  - a. Eligible Canadian Distributor – Canadian Exploitation Right and/or International Territory Exploitation Right.
  - b. Canadian Broadcaster – Canadian Broadcast Right.
- e) All of which is subject to one or more current, legally binding contract(s) – i.e., a distribution agreement and, if applicable, a broadcast licence agreement.

Aspects of an Eligible Triggering Commitment in this Program:

a) Cash contributions

Cash contributions must be genuine, industry standard, for fair market value and cannot be reduced once the CMF has entered into a production financing agreement with the Applicant.

Cash contributions for (i) Eligible Canadian Distributors are minimum guarantees/distribution advances that can be recouped within the parameters of what is generally and customarily followed by distributors of linear content in the audiovisual industry (and the CMF's Distributor requirements set out in [Appendix B](#) – Chapter 9), and for (ii) Canadian Broadcasters (if applicable) are non-recoupable licence fees.

Cash contributions cannot include facilities, goods or services, equity, an Applicant time-buy, donations or corporate sponsorship monies negotiated and obtained by the Applicant, tax credits or any arrangement which, in the CMF's assessment, does not constitute a genuine cash contribution. The foregoing does not preclude an Eligible Canadian Distributor (and if applicable, Canadian Broadcaster) from contributing an equity investment, services, facilities, or other fees in addition to cash contributions that make up the Eligible Triggering Commitment.

In cases where the provision of a cash contribution is wholly or partially dependent on a buyback of services from the provider of the contribution, the CMF may elect to deduct the value of the services or facilities from the total value of the contribution, for the purposes of determining Eligible Triggering Commitment amounts for the Eligible Triggering Commitment Threshold assessment; this determination will be made on a case-by-case basis.

b) Eligible Canadian Distributor (and, if applicable, Canadian Broadcaster)

An Eligible Canadian Distributor and Canadian Broadcaster as defined in [Appendix A](#).

c) Applicant to the CMF

Eligible Triggering Commitments must be paid by the Eligible Canadian Distributor (and, if applicable, Canadian Broadcaster) directly to the Applicant. The CMF, however, will also allow Eligible Licence Fees to be paid by the Canadian Broadcaster indirectly via an intermediary Canadian corporation affiliated with both the Applicant and the Canadian Broadcaster.

d) Enumerated Exploitation Rights

Before detailing the various exploitation rights that can be acquired by Eligible Canadian Distributors (and if applicable, Canadian Broadcasters), it is important to note that all Projects that receive funds through this Program:

- Must be made available to Canadian audiences within eighteen (18) months of delivery and technical acceptance of the Eligible Project (**Canadian Availability Requirement**) by one of the following ways:
  - A Canadian Broadcaster either (i) that has issued an Eligible Licence Fee, initially securing the Canadian Broadcast Right of the Project or (ii) securing the right to broadcast the Project in Canada later as an acquisition;
  - An Eligible Canadian Distributor that has issued an Eligible Market Contribution, initially securing the Canadian Exploitation Right of the Project; and
- If the non-Canadian premiere of the Project occurs first, the Project must have a Canadian premiere within twelve (12) months of the non-Canadian premiere (**Canadian Premiere Requirement**).

It will be considered an Event of Default pursuant to [Appendix B](#) and the Applicant's CMF Financing Agreement if the above two Requirements are not met.

i. ***Eligible Canadian Distributor – Exploitation Rights***

The Eligible Market Contributions of an Eligible Canadian Distributor is in exchange for an Eligible Project's (i) Canadian Exploitation Rights, and/or (ii) International Territory Exploitation Rights.

*Canadian Exploitation Right*

The Canadian Exploitation Right for an Eligible Canadian Distributor is the right to exploit the Eligible Project in Canada during the Maximum Term (defined below) on either (i) a CRTC-licensed broadcaster (and their platforms) in the language of the broadcaster in question within eighteen (18) months of delivery and technical acceptance of the Eligible Project, or (ii) an Eligible Online Platform within eighteen (18) months of delivery and technical acceptance of the Eligible Project. An **Eligible Online Platform** is one that:

- carries other content pre-screened or pre-qualified by either (a) the online service or (b) the distributor, under an arrangement with the online service;
- is readily accessible to Canadians in Canada; and
- has Canada as a part of its target audience (i.e., be a service where Canadians would likely look for linear audiovisual content, as opposed to a service primarily intended for foreign territories); and
- is recognized by the Canadian Audio Visual Certification Office's (CAVCO) as an acceptable online platform (found [HERE](#)).

In order for an Eligible Canadian Distributor's Eligible Market Contribution for the Canadian Exploitation Right to count towards the Eligible Triggering Commitment required to unlock CMF production financing, Eligible Canadian Distributors must comply with all the applicable sections of these Program Guidelines, [Appendix A](#) and [Appendix B](#), including but not limited to meeting the designated Eligible Triggering Commitment Threshold.

*International Territory Exploitation Right*

The International Territory Exploitation Right is the right of an Eligible Canadian Distributor to make the Eligible Project available to territories outside of Canada.

While a variety of different exploitation rights may form part of the International Territory Exploitation Right, in order to count towards a Project's Eligible Triggering Commitment Threshold, Eligible Canadian Distributors must at a minimum secure the right to make the Eligible Project available to be seen on either broadcast television or an online platform in territories outside of Canada as part of this Right.

Applicants and Eligible Distributors are free to negotiate one or multiple territories outside of Canada for the International Territory Exploitation Right.

In order for the Eligible Canadian Distributor's Eligible Market Contribution for the International Territory Exploitation Right to count towards the Eligible Market Contribution required to unlock CMF production financing, Eligible Canadian Distributors must comply with all the applicable sections of these Program Guidelines, [Appendix A](#) and [Appendix B](#), including but not limited to meeting the designated Eligible Triggering Commitment Threshold.

## ii. **Canadian Broadcaster – Canadian Broadcast Right**

The Eligible Licence Fees of a Canadian Broadcaster are in exchange for an Eligible Project's Canadian Broadcast Right.

The Canadian Broadcast Right is the right of a Canadian Broadcaster to broadcast and/or make the Eligible Project available on any broadcast and online platforms the Canadian Broadcaster owns, operates and controls in Canada in the language of the Broadcaster in question during the Maximum Term (defined below).

The Canadian Broadcast Right cannot include:

- Broadcast rights for non-Canadian territories.
- Other Exploitation Rights (as detailed further below) for Canadian or non-Canadian territories.
- An ownership, profit, repayment or recoupment position in the Eligible Project.
- Rights in excess of the Maximum Term as described below.

For clarity, while Canadian Broadcasters are free to negotiate and may acquire *separate* rights other than the Canadian Broadcast Right (i.e., International Broadcast rights, Other Exploitation Rights), these separate financial contributions made by Canadian Broadcasters must be valued and paid for separately and will not count towards the Eligible Triggering Commitment Threshold requirement necessary to unlock CMF production financing.

Further, regardless of whether the CMF has made an equity investment in a project, Other Exploitation Rights (discussed further below) shall only apply to the various subsidiary and ancillary exploitation rights of the Project and not merely consist of additional access to revenue or recoupment to the Canadian Broadcast Right or Other Exploitation Rights themselves. Broadcasters may only recoup on exploitation revenues if they are making a financial investment in a project's financial structure.

### e) Legally binding contract

#### i. An Eligible Canadian Distributor's distribution agreement:

- Must include parameters and practices that are generally and customarily followed by distributors of linear content in the audiovisual industry, including but not limited to:
  - all exploitation rights being licensed or acquired,
  - the total amount being paid for the Project,
  - the territory(ies),
  - the term, and



- all relevant terms and conditions.
  - Must align with all Eligible Canadian Distributor responsibilities (including applicable payment schedule requirements) outlined in Chapter 9 of [Appendix B](#).
  - If the Canadian Exploitation Right is being secured, the distribution agreement must include an unconditional commitment to have the Eligible Project,
    - meet the Canadian Availability Requirement by being:
      - broadcast and/or made available to be viewed on any of the broadcast and online platforms a CRTC-licensed broadcaster owns, operates and controls during the Maximum Term within eighteen (18) months of delivery and technical acceptance of the Eligible Project;
    - OR
    - made available to be viewed on an Eligible Online Platform during the Maximum Term within eighteen (18) months of delivery and technical acceptance of the Eligible Project.
  - meet the Canadian Premiere Requirement.
- ii. A Canadian Broadcaster's broadcast licence agreement for the Canadian Broadcast Right:
- Must include a commitment by the Canadian Broadcaster to broadcast and/or make the Eligible Project available to be viewed in the language in which the Broadcaster is licensed to operate on any of the broadcast and online platforms the Canadian Broadcaster owns, operates and controls in peak viewing hours<sup>1</sup> and closed captioned<sup>2</sup>, within eighteen (18) months of completion and delivery of the Eligible Project<sup>3</sup> and meeting the Canadian Premiere Requirement. Should the Canadian Broadcaster fail to comply with these requirements, the licence fee will be deemed not to be an Eligible Licence Fee. The CMF will consider requests for an extension to this period case by case. "Peak viewing hours" is defined by the CMF as 7:00 pm to 11:00 pm, with an exception for some Children and Youth programming as described in [Appendix A](#). For second and subsequent window Broadcasters, the commitment to broadcast the Eligible Project in peak viewing hours (or, if applicable, make the Eligible Project available to be viewed) within eighteen (18) months will start at the beginning of those Broadcasters' licence periods.
  - Cannot restrict the Applicant's ability to exploit non-Canadian broadcast rights, with the exception of traditional broadcast spill-over protections and exclusive world premiere rights. Where exclusive world premiere rights are taken by a Canadian Broadcaster, licence agreements must provide for waiver of the world premiere rights if a bona fide sale to a foreign entity is made, provided the foreign entity agrees not to broadcast the program within six (6) months of delivery to the Canadian Broadcaster. To be clear, a Canadian Broadcaster cannot hold world premiere rights longer than six (6) months from delivery if a bona fide sale has been made to a foreign broadcaster.
  - With the exception of dual-language broadcast channels, can only include the language rights of the language in which the Canadian Broadcaster is licenced to operate. For example, the contract cannot include the acquisition of French-language rights by an English-language Canadian Broadcaster or of English-language rights by a French-language Canadian Broadcaster. The dual-language Canadian Broadcaster in such cases must specify to the CMF the licence fee paid for

<sup>1</sup>For clarity, an Eligible Project must meet the 'peak viewing hours' requirement only when it is broadcast by an entity that meets section (a) of the "Canadian Broadcaster" definition in [Appendix A](#).

<sup>2</sup>As applicable, based on the respective platform.

<sup>3</sup>For dual-language productions, this requirement shall be interpreted to mean eighteen (18) months from the first completed version.

each language right acquired. No single-language licence shall prevent the exploitation of the other language rights by the Applicant.

- Cannot confer upon the Canadian Broadcaster a right of last refusal for any rights other than additional broadcast windows for the currently licensed Eligible Project cycle. This means a Canadian Broadcaster cannot acquire a right of last refusal for broadcast windows for future cycles or versions of the Eligible Project. Canadian Broadcasters may acquire the right of first negotiation and/or last refusal for additional broadcast windows for the currently licensed Eligible Project cycle.
- For the purposes of series, cannot include co-terminus rights clauses. Co-terminus clauses (i.e., clauses that extend the terms of existing licences to the end of the term of the renewal licence with no additional payment) are prohibited in eligible licence agreements for renewed series, but these licences may include rights of first negotiation and/or last refusal for extension of licences for existing episodes of the series.
- A payment schedule that aligns with the Broadcaster Business Policy in [Appendix B](#).

#### **3.2.4.2 Eligible Triggering Commitment Threshold**

An Eligible Triggering Commitment Threshold (“**Threshold**”) is the minimum amount of financial contributions an Eligible Project must receive from the marketplace in order to unlock funding for that Project.

In this Program, the Eligible Triggering Commitment Threshold is the minimum amount of Eligible Market Contributions from an Eligible Canadian Distributor (and, if applicable, Eligible Licence Fees from a Canadian Broadcaster) that an Eligible Project must receive to be eligible for CMF funding.

The Threshold in this Program is:

For the English Market: 15% of the Eligible Project’s Eligible Costs.

For the French Market: 5% of the Eligible Project’s Eligible Costs.

The entirety of the Eligible Triggering Commitment contributing to the Threshold must be used in the production financing of the Eligible Project.

For audiovisual treaty coproductions, the Eligible Triggering Commitment Threshold will be calculated on the Eligible Costs of the Canadian portion of the production’s global budget as certified by Telefilm Canada’s Business Affairs and Certification Department.

#### **3.2.4.3 Maximum Term**

For Projects that receive funding through this Program that are from independent producers (i.e., not Related Parties to Eligible Canadian Distributors), the maximum allowable period of all windows granted to (i) Eligible Canadian Distributors for the Canadian Exploitation Right and/or (ii) Canadian Broadcasters for the Canadian Broadcast Rights, in the aggregate and including both exclusive and non-exclusive terms is the following:

- Children and Youth, Documentary, and Variety and Performing Arts: 6 years
- Drama: 7 years

The start of the term shall begin at the contractually agreed-upon term commencement date, as negotiated between the Applicant and the Eligible Canadian Distributor (and, if applicable, the Canadian Broadcaster). The term is the period in which an Eligible Canadian Distributor (and, if applicable, Canadian Broadcaster) has the right to exploit a Project in Canada. In the case of a series (or mini-series, as applicable), the term is measured from the commencement date of the first episode of the series and not the commencement dates of each episode.

For clarity, the start of the term and the first air date may not always coincide. By way of example, a Canadian Broadcaster's term may be from September 1, 2024 to September 1, 2030, but the Broadcaster may choose to make the first broadcast date November 15, 2024. For eligibility purposes, the term begins on September 1, 2024. In no case will the term commence later than the first airing of the first episode.

For clarity, the Maximum Term does not apply to:

- a Project's International Territory Exploitation Right; and
- any separate rights secured by the Eligible Canadian Distributor that do not form part of the Eligible Triggering Commitment Threshold.

#### **3.2.4.4 Treatment of Other Exploitation Rights**

All other rights that are not part of the Canadian Exploitation Right and International Territory Exploitation Right (and, if applicable, Canadian Broadcast Right) must be separately identified and valued.

Other Exploitation Rights include (but are not limited to) the following:

- i) Free Internet broadcast/distribution.
- ii) CRTC-licensed VOD.
- iii) Paid Internet broadcast/distribution (including Subscription Video On Demand).
- iv) Mobile/wireless distribution.
- v) Electronic sell-through and/or digital rental.
- vi) DVD, Blu-ray, or other compact video device distribution.
- vii) Theatrical distribution.
- viii) Non-theatrical distribution (e.g., educational institutions and airlines).
- ix) Merchandising and ancillary rights.

All of the above-listed Other Exploitation Rights and any exploitation right which is not encompassed by the above, whether currently existing or developed in the future, shall be ascribed the meaning as commonly understood and in accordance with the standards of the television, digital media and communications industries. Canadian Broadcasters, Eligible Canadian Distributors and Applicants are free to further delineate separate rights within or in addition to these categories, but the above list represents the minimum degree of distinct rights valuation in the legally binding contract connected to an Eligible Project.

For Canadian Broadcasters that commit an Eligible Licence Fee to an Eligible Project:

- all Other Exploitation Rights that are acquired must be subject to a "use it or lose it" provision that requires the rights to be exploited within twelve (12) months of the first broadcast/premiere of the Eligible Project, failing which the rights revert to the Applicant without restriction.
- For Other Exploitation Rights that are not acquired, the agreement with the Applicant cannot restrict the Applicant's ability to exploit the Other Exploitation Rights for longer than twelve (12) months from the first broadcast/premiere of the Eligible Project.
- Where the CMF provides an Equity Investment to the Eligible Project, Other Exploitation Rights acquired must:
  - Be exploited in accordance with the CMF's Standard Recoupment Policy (with the Canadian Broadcaster acting as a distributor for the purposes of that policy). For rights under paragraphs i-v above only, the CMF

may consider a 50/50 gross revenue sharing arrangement between the Applicant and the Canadian Broadcaster (or other arrangement that is no less preferable to the CMF than a 50/50 gross revenue share); or

- For rights under paragraphs i-iv above only, be paid for at a reasonable, fair-market value.

The CMF will apply this section in an adaptable and purposive manner, with the objectives of promoting transparency in the rights market, maximizing the availability of CMF-funded content on multiple platforms for the benefit of Canadian audiences, and maximizing the CMF's return on investment when the CMF is an equity investor.

### **3.2.5 Miscellaneous Requirements**

Instead of the requirements in section 3.2.5 (d) of the [Linear Content – Core Production Guidelines](#), Eligible Projects in this Program must meet the specific condition below.

- d) In this Program, the CMF expects a production that receives funding in this Program to begin principal photography/key animation within the fiscal year in which it is funded or the following fiscal year. Special considerations may be made, for example, for Eligible Projects that need to capture a time-sensitive event.

*Note: An Applicant commencing production before CMF funding is confirmed does so at its own risk.*

## 4. DISTRIBUTOR PROGRAM – CMF CONTRIBUTION

---

A CMF Contribution to an Eligible Project in this Program will follow:

- Unless otherwise noted in this section, follow the criteria in section 4 of the [Linear Content – Core Production Guidelines](#); and
- Any applicable specific criteria noted in this section.

### 4.1 NATURE OF CONTRIBUTION

Instead of the requirements in section 4.1 of the [Linear Content – Core Production Guidelines](#), Eligible Projects in this Program must meet the specific conditions below.

In this Program, Eligible Projects may receive a variety of contribution types from the CMF according to a set formula:

- Non-Repayable Contribution,
- Licence Fee Top-Up, and
- Equity Investment.

A **Non-Repayable Contribution** supplements a successful Applicant's Eligible Canadian Distributor's Eligible Market Contribution. When a Canadian Broadcaster does not provide a licence fee to a project, this type of contribution forms part of the Eligible Canadian Distributor's financial commitment for the Eligible Project and is non-repayable.

A **Licence Fee Top-Up** supplements a successful Applicant's Canadian Broadcaster cash licence fees. This type of contribution forms part of the Canadian Broadcaster's licence fee for the Eligible Project and is non-recoupable.

An **Equity Investment** is a cash investment which results in the CMF acquiring an undivided copyright ownership interest in all versions of the Eligible Project. Equity Investments are recoupable, and subject to a standard and non-negotiable recoupment schedule, as described and subject to, any exceptions in the CMF Standard Recoupment Policy (see [Appendix B](#)).

For projects where a Canadian Broadcaster *does not provide a licence fee* (and the Threshold is only met by an Eligible Canadian Distributor):

- the CMF contribution to the Eligible Project will be in the form of a Non-Repayable Contribution up to a maximum percentage of 20% of the Project's Eligible Costs.
- CMF contribution amounts in excess of the Non-Repayable Contribution will be in the form of an Equity Investment up to the maximum amount of 49% (Non-Repayable Contribution and Equity Investment combined). The CMF considers an eligible Equity Investment request of less than \$100,000 too small for equity participation. Such requests will be automatically converted to a Non-Repayable Contribution.

For projects where a Canadian Broadcaster *does provide a licence fee*:

- the CMF contribution to the Eligible Project will be in the form of a Licence Fee Top-Up up to a maximum percentage of 20% of the Project's Eligible Costs.
- CMF contribution amounts in excess of the Licence Fee Top-Up will be in the form of an Equity Investment up to the maximum amount of 49% (Licence Fee Top-Up and Equity Investment combined). The CMF considers an eligible Equity Investment request of less than \$100,000 too small for equity participation. Such requests will be automatically converted to a Licence Fee Top-Up.

In no case will the total CMF contribution exceed 49% of Eligible Costs (between Non-Repayable Contributions, Licence Fee Top-Ups, and Equity Investments combined).

For audiovisual treaty coproductions, the CMF Maximum Contribution for the Eligible Project will be calculated on the lesser of the Eligible Costs of the Canadian portion of the Eligible Project's global budget and the Eligible Costs of the Canadian portion of the global final costs of the Eligible Project, as certified by Telefilm Canada's Business Affairs and Certification Department.

## **4.2 AMOUNT OF CONTRIBUTION**

The CMF's Maximum Contribution in the Distributor Program is the lesser of 49% of the Eligible Project's Eligible Costs or \$500,000.

## **4.3 COMBINING DISTRIBUTOR PROGRAM FUNDS WITH BROADCASTER ENVELOPE PROGRAM (ENGLISH AND FRENCH) FUNDS**

In this Program, Applicants are only allowed to combine Program Funds with funds from the Broadcaster Envelope Program (English and French) from the following fiscal year (i.e. 2025-2026). For clarity, Canadian Broadcasters contributing funds from their English and French Envelope allocation must be the same broadcaster contributing to the Project's Eligible Triggering Commitment Threshold.

The Eligible Triggering Commitment Threshold amount and Licence Fee Top-Up/Equity Investment ratios for this Program will then apply to the Project's total Eligible Costs. Projects may receive amounts up to the Maximum Contribution specified in this Program; any additional funds will be taken from the Canadian Broadcaster's Envelope allocation. The total CMF contribution from combining the Broadcaster Envelope Program (English and French) and the Distributor Program is limited to 84% of Eligible Costs.

As an exception for this Program only, if Applicants choose to combine funding from this Program with Broadcaster Envelope Program – English and French financing, the larger share of the Eligible Triggering Commitment Threshold is not required to come from a Canadian Broadcaster's Eligible Licence Fee.

## 5. DISTRIBUTOR PROGRAM – DECISION PROCESS

Projects in this Program compete for funding according to a selective process.

To make funding decisions, the CMF uses an Evaluation Grid for transparency.

### Evaluation Grid<sup>4</sup>

Assessment Criteria	Notes	Weight
<p><b>Team (40%)</b></p> <p>Track record and experience of the Production and Creative Teams</p>	<p>The Production Team (as defined in <a href="#">Appendix A</a>) is comprised of the Producers of the Project.</p> <p>The Creative Team (as defined in <a href="#">Appendix A</a>) is comprised of the Writers and Directors of the Project.</p> <p><b>Parity</b> 40% of the cumulative paid<sup>5</sup> positions on the Production and Creative Teams on the Project are held by individuals that publicly identify as women (“<b>Gender Balance (Key Personnel) Project</b>”).</p> <p><b>Diversity</b> 40% of the cumulative paid<sup>6</sup> positions on the Production and Creative Teams on the Project are held by members of a “<b>Diverse Community</b>” (“<b>Diverse Community (Key Personnel) Project</b>”).</p>	<p>18%</p> <p>2%</p> <p>2%</p>
<p>Track record and experience of the Eligible Canadian Distributor</p>	<p>Experience of the Eligible Canadian Distributor and demonstration of its success in distributing projects for the period from 2019-2020 to 2023-2024, including but not limited to:</p> <ul style="list-style-type: none"> <li>Sales/Audience Reach: <ul style="list-style-type: none"> <li>number of countries where each title was sold; and</li> <li>number of titles sold.</li> </ul> </li> <li>Distributor Catalogue (see CMF website for Form): <ul style="list-style-type: none"> <li>the number of projects distributed over the past five years in the same genre as the Eligible Project.</li> </ul> </li> </ul>	<p>18%</p>
<p><b>Distribution Commitment (50%)</b></p>	<p>The distribution commitment is reflected by the proportional<sup>7</sup> level of financial contributions made to the Project by the Eligible Canadian Distributor.</p>	<p>50%</p>

<sup>4</sup>For clarity, Projects in this Program will be evaluated by language market to reflect Canada's distinct English- and French-language markets. So, all French-market projects will be evaluated against one another and all English-market projects will be evaluated against one another.

<sup>5</sup>Only paid positions will count towards the evaluation of Gender positions for the Parity points, and the information provided in the Project's budget will take precedence.

<sup>6</sup>Only paid positions will count towards the evaluation of Diverse Community positions for the Diversity points, and the information provided in the Project's budget will take precedence.

<sup>7</sup>The Distribution commitment criterion will be evaluated based on its size relative to the Project's overall financial structure.

<b>Impact</b> <ul style="list-style-type: none"> <li>Community Engagement Plan (2)</li> <li>Sustainability Plan (2)</li> <li>Vulnerable genres (4)</li> <li>Regional Production Project (2)</li> </ul>	<p><b>Community Engagement Plan:</b> The Applicant and team members have committed to concrete measures to create the content responsibly, thoughtfully and without harm, including community engagement steps, and/or personnel hires, and will provide a written report at the final costs stage confirming the work completed.</p> <p><b>Sustainability Plan:</b> The Applicant and team members have committed to steps related to environmentally-sustainable activities, practices and/or personnel hires on this project, and will provide a written report at the final costs stage confirming the work completed. This excludes the carbon calculator requirement from section 3.2.5 of the <a href="#">CMF Linear Content - Core Production Guidelines</a>.</p> <p><b>Vulnerable genres</b> refer to one-off Documentaries and Children &amp; Youth Projects.</p> <p><b>Regional Production Project</b> is a Project that meets the CMF's definition in <a href="#">Appendix A</a>.</p>	10%
<b>TOTAL</b>		<b>100%</b>