



CANADA
MEDIA FUND

FONDS DES MÉDIAS
DU CANADA

INDIGENOUS PRODUCTION PROGRAM GUIDELINES 2026-2027

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1. GENERAL INFORMATION

Interpretation, Application, Disclaimer, and other Important Information

These Guidelines are for the information and convenience of Applicants (see section 3.1) to this Program. They provide an overview of the objectives of the CMF and Indigenous Screen Office (“ISO”). Compliance with these Guidelines is a prerequisite to eligibility for funding.

The CMF and ISO have full discretion in the administration of this Program and in the application of these Guidelines to ensure funding is provided to those Projects that contribute to the fulfillment of their respective mandates. In all questions of interpretation of these Guidelines, Agreements and whether Applicants and/or Projects meet the spirit and intent of any CMF policy, the CMF and ISO’s interpretation shall prevail.

All Applicants, Canadian Broadcasters and Eligible Canadian Distributors (where relevant) must also abide by the [ISO’s General Funding Guidelines](#), the Accounting and Reporting Requirements (ARR) of the CMF and follow applicable business policies as created and amended from time to time. CMF Business Policies, including the ARR, may be found in [Appendix B](#) of these Guidelines and are also available from the CMF website at www.cmf-fmc.ca. Information included in Appendices A and B is an integral part of these Guidelines.

Projects that receive CMF funding in a given year are subject to the Guidelines and CMF policies in effect for that fiscal year. To be clear, changes to CMF Guidelines and/or policies made in a subsequent fiscal year will not apply retroactively, unless specifically stated. The CMF fiscal year is April 1 to March 31.

Please note: These Guidelines may be changed or modified as required, without notice. Please consult the CMF website at www.cmf-fmc.ca and ISO website at <http://iso-bea.ca/general-funding-guidelines> for the latest Guideline news and documentation.

Provision of Documentation

It is the responsibility of the Applicant to ensure the ISO (on behalf of the CMF) receives all relevant documentation and to update such documentation and information after a material change. The ISO may request other documentation and information to conduct an assessment and evaluation of the Project and, once assessed, to complete file reviews. For the purposes of Project assessment and evaluation, the CMF/ ISO reserve the right to rely solely on the written and audiovisual materials initially submitted by the Applicant.

Failure to Comply

If an Applicant fails to comply with these Guidelines, as determined by the CMF and ISO, then the CMF and ISO may refuse the application, revoke the eligibility status of the Applicant’s Project and may demand repayment of any sums paid to the Applicant.

Misrepresentation

If at any time, an Applicant as required by the Guidelines or as requested by the CMF or ISO, provides false information or omits material information in connection with an Application, the Applicant may suffer serious consequences. These may include, among other outcomes:

- Loss of eligibility for funding of the current Project;
- Loss of eligibility for funding of future Projects;
- Repayment of any funds already advanced, with interest; and/or
- Criminal prosecution, in the case of fraud.

These measures may be imposed not only on the Applicant but also on related, associated and affiliated companies and individuals (as determined by the CMF and ISO at their sole discretion). Any Applicant receiving approval for funding will be required to sign a legally enforceable agreement, which includes further provisions concerning misrepresentations, defaults, and related matters.

PERSONA-ID self-identification information

The PERSONA-ID self-identification is provided on a voluntary basis, and, if provided allows individuals to disclose their demographic information directly and securely to the CMF.

The CMF shall rely on the self-identification information associated with each individual's PERSONA-ID number to determine (as applicable) eligibility for dedicated Programs, exclusive reserved portions of Program budgets, Envelope Program credit, Evaluation Grid points, ranking position in selective programs, and/or for statistical and analytical purposes. Additionally, in certain cases, this information is used to validate other documentation connected to the Project (e.g., the Project's application form, Envelope Program Status Reports, etc.).

As any changes to information attached to an individual's PERSONA-ID account could impact Project eligibility, selection, and/or Envelope calculations, the CMF must be informed of any revisions or updates as soon as possible.

Repeatedly providing incorrect information connected to CMF-funded Projects may result in serious consequences for the Applicant per the Misrepresentation section above.

All PERSONA-ID self-identification information in connection with the Project is provided in accordance with the [PERSONA-ID Terms of Use & Privacy](#).

For more information about PERSONA-ID, please visit the [PERSONA-ID section](#) on the CMF's website.

2. OVERVIEW

In addition to the requirements set out in these Guidelines, Applicants must comply with (i) the rules and requirements of the applicable CMF policies and definitions in [Appendix A](#) and [Appendix B](#).

2.1 INTRODUCTION

The Indigenous Production Program (“**Program**”) supports Indigenous projects at the production-stage and forms part of the CMF’s Linear Content Programs to support the growth of audiovisual production from First Nations, Inuit or Métis producers. The CMF and ISO recognize the necessity to support the narrative sovereignty of all Indigenous Peoples in Canada and their right to tell their own stories.

The Indigenous Screen Office (**ISO**) is responsible for the administration of all CMF Indigenous Programs. Applications should be directly and solely submitted to the ISO who will process and evaluate the applications and contract Applicants of the selected projects. Documentation required at application is described on the [ISO’s website](#).

The CMF and ISO support First Nations, Inuit and Métis self-determination and the ability of sovereign nations to determine their own citizenship. Both organizations respect the histories, traditions, languages, and contemporary practices of these cultural groups and acknowledge the cultural sovereignty of Indigenous Peoples in Canada by respecting their artistic expression, cultural protocols, rights, and cultural self-determination. The CMF and ISO understand that different nations and Indigenous people have different concepts and approaches to determining identity, and there is not one way to be Indigenous (see subsection 3.1.1. for more information on Indigenous Identity).

For the purpose of CMF Programs, the CMF defines Indigenous Peoples in Canada as set out in [Appendix A](#). Eligible Projects under this Program are administered under a selective process where applications are evaluated by peers according to the Evaluation Grid in section 5.2. Eligible Projects may receive funds subject to per-project Maximum Contribution amounts and other specified limitations.

Beginning in 2026-2027,

- Applicants who have been selected to receive Indigenous Production funding must sign the CMF Financing Agreement for the Eligible Project before applying for funding from other CMF Programs . If an Applicant applies without this signed CMF agreement, its application will be withdrawn.
- The CMF Maximum Contribution will no longer be based on the Eligible Project’s genre in this Program (see section 4.2), however, this means that the CMF/ISO will verify that the costs in the budget are reasonable in order to determine the Maximum Contribution.
- The CMF will allow an Eligible International Entity (as defined in [Appendix A](#)) to contribute the minority share of the Eligible Market Commitment Threshold (see section 3.2.4.1) for Eligible Projects in the Children & Youth and Documentary genres.
- Documentary series that are owned and controlled by individuals who are First Nations, Inuit or Métis may fall under Reality Programming or Lifestyle Programming (as defined in [Appendix A](#)), provided the content of these Projects is related to Indigenous culture¹ (see section 2.3).
- The Evaluation Grid in section 5.2 has been updated to provide more clarity.

¹ Indigenous culture includes Indigenous food, dance, language, etc.

2.2 DEFINITIONS

Please see the CMF's [Appendix A](#) for definitions on the following terms found in these Indigenous Production Program Guidelines:

- Broadcaster-Affiliated Programming
- Canadian Broadcaster
- Circumpolar North
- Eligible Canadian Distributor
- Eligible International Entity
- Indigenous Peoples in Canada
- In-house Programming
- Related Digital Content
- Related Party

2.3 FLEXIBILITY FOR INDIGENOUS-LED PROJECTS

The CMF offers the following flexibility measures to reflect the experiences of Indigenous Peoples in Canada (defined in [Appendix A](#)) and to recognize the unique circumstances of the Indigenous production community. These measures will apply to all CMF Linear Content Programs.

Indigenous Applicants Based in the Circumpolar North²

1. Essential Requirement #1 Flexibility

Essential Requirement #1 (ER#1) requires that an Eligible Project receiving linear content CMF-funding must be certified by the Canadian Audio-Visual Certification Office (CAVCO) and has achieved 10/10 points (or the maximum number of points appropriate to the project), as determined by the CMF and ISO using the CAVCO scale.

Eligible Projects that are owned and controlled by Eligible Applicants who are First Nations, Inuit or Métis and are based and working in Canada's North will be granted the following flexibility on ER#1, as determined on a case-by-case basis:

- Provided the majority of the Project's CAVCO scale positions are filled by Canadians, the CMF will also allow a minority of the Project's CAVCO scale positions to be filled by individuals working in the Circumpolar North (defined in [Appendix A](#)) who are not Canadian.

This flexibility will apply to all CMF Linear Content Programs across all genres at the predevelopment, development, and production stages.

2. Eligible Market Commitment Flexibility (Production)

An Eligible Market Commitment Threshold is the minimum amount of financial contributions an Eligible Project must receive from the marketplace in order to unlock CMF funding for that project.

While the CMF allows Canadian Broadcasters and Eligible Canadian Distributors (and, if applicable Eligible International Entities³) (each defined in [Appendix A](#)) to contribute to a Project's Eligible Market Commitment Threshold⁴, Eligible Projects

² The CMF uses the University of Arctic's definition of the Circumpolar North traditionally covered by the terms "Arctic" and "Subarctic", which encompasses the world's eight northernmost nations (see [Appendix A](#)).

³ Eligible International Entities may contribute up to 25% of the Eligible Market Commitment Threshold for Projects in the Children and Youth and Documentary genres (see section 3.2.4).

⁴ An additional exception exists for this Program (see section 3.2.4.1 for more information).

from Eligible Applicants that are owned and controlled by individuals who are First Nations, Inuit or Métis working in Canada's North will be granted the following flexibility on this requirement, determined on a case-by-case basis:

- Non-Canadian broadcasters from the Circumpolar North may contribute to a Project's Eligible Market Commitment Threshold (either in combination with Canadian Broadcasters and/or Eligible Canadian Distributors and, if applicable, Eligible International Entities³, or acting as the sole entity that unlocks CMF funding).

The applicable rights, Maximum Term and other material elements connected to Projects where a non-Canadian broadcaster from the Circumpolar North contributes to the Eligible Market Commitment Threshold are subject to CMF and ISO approval and will be evaluated on a case-by-case basis.

For clarity, all CMF-funded production-stage Projects must be made available to Canadian audiences within eighteen (18) months of completion and delivery of the Eligible Project. Therefore, if a non-Canadian broadcaster from the Circumpolar North is the only entity that contributes to a Project's Eligible Market Commitment, the Applicant must still ensure that the Project meets the Canadian Premiere Requirement (defined in section 3.2.4.1 of these Guidelines) and is made available in Canada by a Canadian Broadcaster and/or Eligible Canadian Distributor within eighteen (18) months of completion and delivery of the Project or it will be considered an Event of Default pursuant to [Appendix B](#) and the Applicant's CMF Financing Agreement.)

All Indigenous Applicants

3. Genre Flexibility

Eligible Projects that are owned and controlled by individuals who are First Nations, Inuit or Métis may include **"How-to" Programming** (as defined in section A)#2 in the Documentary Programming section in [Appendix A](#)) in a documentary project, provided the Project's content is related to Indigenous culture⁵, and meets the other applicable requirements of the CMF's Documentary genre definition.

Beginning in 2026-2027, the CMF is offering more genre flexibility for Eligible Projects that are owned and controlled by individuals who are First Nations, Inuit or Métis by allowing Reality Programming or Lifestyle Programming (including the Documentary subgenres of Lifestyle Programming, Reality (fully contrived), Reality (less contrived), Reality/Lifestyle (Celebrity-based), Lifestyle/Achievement, Lifestyle/Contest, Lifestyle/Travelogue, or Lifestyle/Docusoap Programming) (as defined as section A)#2 in the Documentary Programming section in [Appendix A](#)) for Documentary series, provided these Projects are and the content is related to Indigenous culture⁵.

These measures will be extended to all Linear Content Programs at the pre-development, development, and production stages.

2.4 LANGUAGE OF PROJECTS

2.4.1 Original Language of Production

The applicable language category is a single language determined by the original language of production of the Project. With some reasonable exceptions for Documentaries, where a Project is versioned into another language, the language into which the Project was versioned is not the original language of production.

⁵ Indigenous culture includes Indigenous food, dance, language, etc.

In cases where there are multiple languages in a Project, the ISO (CMF) will evaluate a variety of factors (e.g., proportion of the different languages in the Project, language of development materials, language of submitted creative materials, language of the first-window broadcaster, etc.) to determine the Project's original language of production.

Eligible Projects where the original language of production is in English, French, or a Diverse or an Indigenous language (as required by the specific Program) may include other language(s) in the Project if it is for artistic purposes and/or its use is integral to the story (e.g. it is the first language of an expert in a documentary), provided the vast majority of the Project is in the original language of production (as determined by the ISO/CMF in its discretion). The ISO (CMF) will evaluate the Project in its entirety to see if, as a whole (e.g. purpose, content, dialogue, context, etc.), it meets the spirit and intent of the specific Program's language requirements.

For clarity, in the case of animated productions, the original language of production will be determined by which individual CMF Eligible Market Entity (e.g., Canadian Broadcaster, Eligible Canadian Distributor) commits the highest market commitment to the Project.

Applicants shall make best efforts to ensure that, on average, at least 20% of the original Indigenous version of the Eligible Project's on-screen dialogue and/or narration has been originally shot in an Indigenous language. Exceptions to this requirement, as determined by the CMF and ISO in their discretion, will be made on a case-by-case basis. However, in all cases, an Indigenous-language version of the entire Eligible Project must be broadcast (see subsection 3.2.4.1 (e)i).

2.4.2 Versioning

For versions of the Eligible Project broadcast or made available in Canada, prior to delivery to the first window broadcaster or platform (and Eligible Canadian Distributor, if applicable), the CMF requires all versioning (i.e., dubbing or subtitling) be performed in Canada using Canadian artists, actors, employees and technicians (as applicable). Exceptions may be made in the case of audiovisual treaty coproductions.

The CMF requires that versioning costs be included in the budget if it is required contractually by one of the Eligible Project's financiers. The CMF will only support versioning costs normally incurred by distributors to assist in foreign market sales set out in subsection 4.2.4 below under Marketing Expenses.

Indigenous-language projects which are versioned into English or French can apply for financing from this Program, from the Broadcaster Envelope Program (Production) - English and French, or through a combination of the Broadcaster Envelope Program (Production) - English and French and this Program.

2.5 COMBINING INDIGENOUS PRODUCTION PROGRAM FUNDS WITH OTHER CMF PROGRAMS

Applicants should note that funding offered through the Indigenous Production Program may be affected by funds offered through other CMF Programs:

- Applicants who have been selected to receive Indigenous Production funding may not apply to other CMF Programs (Envelope or First-Come, First-Served Programs, if applicable) until they have signed the CMF Indigenous Production Program Financing Agreement for the Eligible Project. If an Applicant applies without this signed CMF agreement, its application will be withdrawn.

Applicants are encouraged to review the specific CMF Program Guidelines they wish to apply to for any additional requirements.

- Once the Applicant has signed the CMF Indigenous Production Program Financing Agreement for the Eligible Project, they can submit a separate application via [Dialogue](#) for additional funding from the CMF. The Eligible Project will be contracted separately by the CMF's Program Administrator at Telefilm Canada to reflect the additional CMF funding.

Additionally, Applicants accessing other CMF Programs may be subjected to additional rules and it is their responsibility to comply with any additional requirements and policies (e.g. Narrative Positioning Policy, Recoupment Policy, etc.) set out in the specific CMF Program Guidelines (including, but not limited to, the different types of CMF contribution outlined in section 4.1) and any other Envelope Programs (Distributor or Broadcaster (Production) – English and French) they wish to apply to.

- Finally, for clarity, when combining funds from other CMF Envelope Programs,
 - (i) the Threshold amount, (ii) Nature of Contribution (up to THIS Program's Maximum Contribution), (iii) Maximum CMF Contribution amount, and (iv) the Maximum Term will be based on THIS Program; and
 - any additional funds above this Program's contribution will then be applied from the Canadian Broadcaster and/or Eligible Canadian Distributor's Envelope Allocation, but these additional Envelope funds will follow the different CMF contribution types outlined above .
 - the total CMF contribution from all Programs combined cannot exceed 84% of the Project's Eligible Costs.

3. ELIGIBILITY

3.1 ELIGIBLE APPLICANTS

An Eligible Applicant to this Program must meet the following criteria:

- Is either a for-profit (i.e., a taxable Canadian corporation, within the meaning of Canada's *Income Tax Act*) production company or Canadian Broadcaster (defined in [Appendix A](#)) that:
 - Is Canadian-controlled as determined in sections 26 to 28 of the *Investment Canada Act*.
 - Has its head office in Canada.
 - Is in good standing with all applicable talent and industry associations and guilds.
- Own and control all rights necessary to produce and exploit the Eligible Project. Entities that provide services but do not own the applicable rights are not eligible to apply to this Program.
- Final control in all matters relating to the Applicant company⁶ and the Project, and at least 51% of the Applicant company's ownership and of the Project's copyright are retained by an individual producer (or multiple producers) that is a First Nations, Inuit or Métis person ("**Indigenous Owner**").

For clarity, in addition to the Indigenous Owner(s) having final control and meeting this 51% ownership threshold, where an Applicant company is not 100% owned and controlled by an Indigenous Owner(s), no individual Indigenous Owner shall own and control less than 15% of both the Applicant company and copyright in the Eligible Project.

- The Indigenous Owner exercises full creative, executive, artistic, technical and financial control of the Eligible Project.
- The Indigenous Owner has meaningfully participated in the Eligible Project's development and retains a financial interest in the Eligible Project that is proportional to its ownership.
- For clarity, where the final control and central decision makers in both the Applicant company and the Project are not with the Indigenous Owner(s) from the Applicant company, the Application will not be considered eligible for funding in this Program. The CMF and ISO reserve the right to request additional documentation (including by-laws and articles of incorporation) to ensure the ownership and control provisions are met.

It is important to note that coproductions between Eligible Applicants and ineligible Applicants are only possible where the ineligible Applicant is a (minority) treaty coproduction partner in an audiovisual treaty coproduction.

No more than 25% of this Program's funds will be allocated to Projects from In-house and Broadcaster-Affiliated Applicants.

Note: For the purposes of these Guidelines, the term Applicant includes all co-applicants, and/or all Related Parties (defined in [Appendix A](#)), associated, affiliated or parent companies and/or individuals (as determined by the CMF at its sole discretion), as applicable.

The CMF encourages all Applicants to review its Default Policy in [Appendix B](#) as it contains important information that could impact the eligibility of a Project and/or Applicant.

⁶Including the Applicant company's board of directors.

3.1.1 Indigenous Identity

Identity connotes the beliefs, values, and expressions that encompass the memories, experiences, and relations that enable individuals and groups to construct themselves in the present. To apply for CMF funding as an Indigenous storyteller, and to be recognized as such, Applicants must know and be able to articulate their relation and connection to their Indigenous identity. This may include familial connections or nationhood and it may also include displacement.

Please see the [ISO General Funding Guidelines Policy and Accountability Framework](#) for more information on determining Indigenous Identity.

The CMF and ISO also reserve the right to request additional information, which could include but is not limited to:

- Proof of citizenship or nationhood;
- A list of family names and direct ties to their nation or community;
- A letter of support from a governance organization (e.g. band office);
- A letter of support or nomination from an Indigenous community, organization or group;
- Further clarification of the declaration of Indigenous identity of the applicant; and
- A letter from the Applicant's community outlining their relationship and how they are claimed.

3.1.2 Determining Applicant Eligibility

It is the responsibility of the Applicant to provide information related to identity to satisfy the CMF and ISO's eligibility criteria. If an Applicant has not satisfactorily answered questions related to identity, the CMF and ISO may take one or more of the following actions as part of our screening and assessment processes:

- Follow up with the Applicant to seek further clarification, if time permits;
- Withdraw the application from the review process prior to assessment, informing the Applicant that eligibility questions were not answered satisfactorily;
- If flags or concerns related to identity occur during the assessment process, the CMF and ISO will recommend the Applicant as a low priority for funding.

Applicants who have received prior funding are not exempt from this process.

3.2 ELIGIBLE PROJECTS

An Eligible Project must be linear audiovisual content that meets all of this section's criteria and the following requirements:

- the CMF's Essential Requirements;
- the CMF's Eligible Genre Requirements (as set out in [Appendix A](#));
- the Ownership and Control Requirements;
- the Eligible Market Commitment Requirements and Conditions; and
- the Miscellaneous Requirements.

Either the screenwriter or the director of the Eligible Project must be a person who is First Nations, Inuit or Métis. For clarity, if the Eligible Project is episodic, this requirement will apply to every episode of the Eligible Project.

For a series in its second or subsequent season, a rough cut or final version of at least one (1) episode of the previous season of the series must be completed and submitted to the ISO (CMF) in order for it to be considered an Eligible Project in this Program.

No more than 35% of funds in this Program will be allocated to feature films in the Drama programming genre.

3.2.1 Essential Requirements

An Eligible Project must meet the Essential Requirements listed here. For a series (or mini-series, as applicable), the Essential Requirements apply to each episode of the cycle, even if all episodes are not submitted for CMF funding. The CMF and ISO decide whether the Eligible Project meets the Essential Requirements and their interpretation shall prevail.

- 1) The Eligible Project will be certified⁷ by the Canadian Audio-Visual Certification Office (CAVCO) and has achieved 10/10 points⁸ (or the maximum number of points appropriate to the Eligible Project), as determined by the CMF and ISO using the CAVCO scale.

Note: For In-house Programming only, CRTC project certification as a “Canadian program” will be accepted in lieu of CAVCO certification for the purposes of meeting Essential Requirement #1.

- 2) Underlying rights are owned⁹, and significantly and meaningfully developed, by Canadians.
- 3) The Eligible Project is shot and set primarily in Canada.

Further details on Essential Requirements, and permissible genre-specific exceptions, are in [Appendix A](#).

3.2.1.1 Audiovisual Treaty Coproductions

With respect to the CMF eligibility of audiovisual treaty coproductions, these Essential Requirements shall be interpreted so as to treat the treaty coproduction partner as “Canadian.”

Accordingly, the term “Canadians” in Essential Requirement 2, and the term “Canada” in Essential Requirement 3 include the coproduction country. The 10/10 points referenced in Essential Requirement 1 must be attained by citizens of Canada or the coproducing country.

Notwithstanding the above, once an Eligible Project has received its preliminary recommendation from the Telefilm Canada’s Business Affairs and Coproduction Department to be certified by CAVCO as an official audiovisual treaty coproduction, such project will not be required to meet the Essential Requirements listed herein.¹⁰

For audiovisual treaty coproductions, any CMF calculations, including the:

- a. Eligible Market Commitment Threshold
- b. Maximum Contribution
- c. PFCO

⁷Exceptions may be granted by the CMF for exempt broadcasters regulated by the CRTC via *Broadcasting Order CRTC 2015-88*.

⁸ Some exceptions exist for certain genres or for Projects from Applicants owned and controlled by individuals who are First Nations, Inuit or Métis. Please see [Appendix A](#) and section 2.3.

⁹ For content created with the assistance of AI technology, it is the responsibility of the Applicant to ensure that (i) all underlying rights to Eligible Projects are owned and meaningfully developed by Canadians and (ii) Eligible Projects have unobstructed access to all underlying rights.

¹⁰Should an Eligible Project receive a preliminary recommendation to be certified by Telefilm Canada’s Business Affairs and Coproduction Department - but not ultimately receive audiovisual treaty coproduction certification by CAVCO – in lieu of this certification, the Project must meet all applicable CMF eligibility criteria or it will be considered an Event of Default pursuant to [Appendix B](#) and the CMF Financing Agreement.

for an Eligible Project will be based on the Eligible Costs of the Canadian portion of the Eligible Project's global budget (or global Final Costs). Applicants should consult the specific Program Guidelines for more details.

For information on audiovisual treaty coproductions between Canada and other territories, please see [Telefilm Canada's treaty coproduction guidelines](#).

3.2.2 Genres of Programming

The CMF supports the following genres: Drama, Documentary, Children and Youth, and Variety and Performing Arts. The CMF defines each in [Appendix A](#) (some flexibility exists for Children and Youth programming and content from Indigenous Applicants – see section 2.3).

A non-exhaustive list of genres and programming formats that are not eligible for CMF funding is included in [Appendix A](#).

No more than 35% of funds in this Program will be allocated to feature films in the Drama programming genre.

3.2.3 Ownership and Control Requirements

In this Program, an Eligible Project must meet these criteria:

- a) It is under Canadian ownership and Canadian executive and creative control;
- b) It is under the financial control of Canadian citizens or permanent residents;
- c) It is, and has been, controlled creatively and financially by a Canadian production company during all phases of production, from development through post-production. Moreover, all distribution and exploitation rights are owned and initially controlled by a Canadian production company;
- d) The Indigenous Owner (defined in section 3.1) exercises full creative, executive, artistic, technical and financial control of the Eligible Project and has meaningfully participated in its development;
- e) The Indigenous Owner retains and exercises all effective controls or approvals necessary for the production of the Eligible Project consistent with those of a producer¹¹. This includes control and final approval of creative decisions and production financing, distribution and exploitation, and preparation and final approval of the budget, subject to reasonable and standard approval rights customarily required by arm's-length financial participants, including Canadian Broadcasters and distributors;
- f) Generally, no more than 49% of the production financing/final costs is provided by a single non-Canadian entity, person or related entity (via licence fees, distribution advances, goods and services and/or equity investment). Interim lending of more than 49%, however, may be provided by a non-Canadian arm's-length entity in the business of lending money and taking security;
- g) The Applicant owns all rights (including copyright) and options necessary for the production of the Eligible Project and its distribution in Canada and abroad (with appropriate case-by-case exceptions for a purchased format) and retains an ongoing financial interest in the Eligible Project.

¹¹ For greater clarity, the Applicant is able to work and communicate fluently in the original language of production (see section 2.4.1), further demonstrating that they have control on all matters relating to the Eligible Project.

3.2.4 Eligible Market Commitment Requirements and Conditions

The Eligible Project must, at application, have an Eligible Market Commitment which must be comprised of an Eligible Licence Fee from a Canadian Broadcaster and/or an Eligible Distribution Advance from an Eligible Canadian Distributor (and, if applicable an Eligible Financial Contribution from an Eligible International Entity).

For clarity, **Eligible International Entities** may contribute up to 25% of the Eligible Market Commitment Threshold used to finance the production of an Eligible Project in the Children & Youth and Documentary genres, provided the Eligible Licence Fees of the Canadian Broadcaster (and, if applicable, Eligible Distribution Advances of the Eligible Canadian Distributor) represent the larger share of the Project's Threshold (i.e. at 75% or above). This flexibility only applies to Eligible International Entities that meet the CMF's definition in [Appendix A](#).

This Eligible Market Commitment must meet or exceed a minimum amount, expressed as a percentage of the Eligible Costs of the Project (i.e., Eligible Market Commitment Threshold is explained in greater detail in section 3.2.4.1) to be eligible for CMF production funding.

Eligible Market Commitments in this Program are:

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

Note: The CMF will consider the applicability of this section to In-house Programming on a case-by-case basis.

Aspects of an Eligible Market Commitment:

a) Cash contributions

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

Cash contributions for (i) Canadian Broadcasters and Eligible International Entities are non-recoupable licence fees and for (ii) 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).

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 a Canadian Broadcaster and/or an Eligible Canadian Distributor (and, if applicable an Eligible International Entity) from contributing an equity investment, services, facilities, or other fees in addition to cash contributions that make up the Eligible Market 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 Market Commitment amounts for Eligible Market Commitment Threshold assessment; this determination will be made on a case-by-case basis.

b) Canadian Broadcaster (and/or Eligible Canadian Distributor and, if applicable, Eligible International Entity)

A Canadian Broadcaster, Eligible Canadian Distributor, and, if applicable an Eligible International Entity, (each defined in [Appendix A](#)).

In this Program only, as a pilot initiative, the CMF and ISO may consider a digital distributor to be a Canadian Broadcaster with regard to Eligible Licence Fees for an Applicant in northern Canada (i.e. Nunavut, Nunavik, the Yukon Territory, or the Northwest Territories) – provided the CMF and ISO determine that the digital distributor: is a Canadian-controlled company (as determined in sections 26 to 28 of the *Investment Canada Act*); operates in northern Canada; provides services and/or content dedicated to Indigenous communities in northern Canada; and licences Eligible Projects for distribution via digital platforms. The CMF and ISO will then interpret the remainder of this section 3.2 in a flexible manner to let the digital distributor provide Eligible Licence Fees. The CMF and ISO will decide if a digital distributor qualifies for this pilot initiative case-by-case.

c) Applicant to the CMF/ISO

Eligible Market Commitments must be paid by the Canadian Broadcaster and/or the Eligible Canadian Distributor (and, if applicable, the Eligible International Entity) 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

i. *Canadian Broadcaster – Canadian Broadcast Right*

The Eligible Licence Fee of a Canadian Broadcaster is 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 within eighteen (18) months of completion and delivery of the Eligible Project 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 Market Commitment Threshold requirement necessary to unlock CMF production financing.

Other Exploitation Rights (discussed further below in subsection 3.2.4.3) 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.

In order for an Eligible Project to unlock CMF financing, along with meeting any additional Linear Content Production Program Guidelines (if applicable), [Appendix A](#) and [Appendix B](#), Canadian Broadcasters must comply with the applicable sections of these Guidelines, including but not limited to meeting the designated Eligible Market Commitment Threshold (either on their own or in combination with the Eligible Canadian Distributor's Eligible Distribution Advance and, if applicable, the Eligible International Entity's Eligible Financial Contribution).

Finally, if the Canadian Broadcaster does not secure the world premiere rights of an Eligible Project and a non-Canadian premiere occurs first, the Canadian premiere of the Eligible Project must occur within twelve (12) months of the non-Canadian premiere (**Canadian Premiere Requirement**).

ii. *Eligible Canadian Distributor Exploitation Rights*

The Eligible Distribution Advance 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.

In order for an Eligible Project to unlock CMF financing, along with meeting any additional Linear Content Production Program Guidelines (if applicable), [Appendix A](#) and [Appendix B](#), Eligible Canadian Distributors must comply with all the applicable sections of these Program Guidelines, including but not limited to meeting the designated Eligible Market Commitment Threshold (either on their own or in combination with the Canadian Broadcaster's Eligible Licence Fee(s) and, if applicable, the Eligible International Entity's Eligible Financial Contribution).

For the Canadian Territory, while Eligible Canadian Distributors are free to negotiate and may acquire separate rights other than the Canadian Exploitation Right (i.e. Other Exploitation Rights in Canada), these

other rights must be valued and paid for separately (and therefore not part of the Eligible Distribution Advance and will not count towards the Eligible Market Commitment Threshold requirement necessary to unlock CMF financing).

iii. *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 Market 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 an Eligible Project to unlock CMF financing, along with meeting any additional Linear Content Production Program Guidelines (if applicable), [Appendix A](#) and [Appendix B](#), Eligible Canadian Distributors must comply with all the applicable sections of these Program Guidelines, including but not limited to meeting the designated Eligible Market Commitment Threshold (either on their own or in combination with the Canadian Broadcaster's Eligible Licence Fee(s) and, if applicable, the Eligible International Entity's Eligible Financial Contribution).

iii. *Eligible International Entity – International Territory Right*

The Eligible Financial Contribution of an Eligible International Entity is in exchange for an Eligible Project's International Territory Exploitation Right.

The International Territory Exploitation Right is the right to exploit the Eligible Project in 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 Market Commitment Threshold, Eligible International Entities 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 International Entities are free to negotiate one or multiple territories outside of Canada for the International Territory Exploitation Right.

In order for an Eligible Project to unlock CMF financing, along with meeting any additional Linear Content Production Program Guidelines (if applicable), [Appendix A](#) and [Appendix B](#), Eligible International Entities must comply with the applicable sections of these Guidelines, including but not limited to meeting the designated Eligible Market Commitment Threshold (in combination with the Canadian Broadcaster's Eligible Licence Fee and/or the Eligible Canadian Distributor's Eligible Distribution Advance).

e) Legally binding contract

i. A Canadian Broadcaster's broadcast licence agreement for the Canadian Broadcast Right:

- Must include an unconditional commitment by the Canadian Broadcaster providing the highest Eligible Licence Fee to broadcast and/or make the Eligible Project available to be viewed on any of the broadcast and online platforms the Canadian Broadcaster owns, operates and controls, in peak viewing hours¹² and closed captioned¹³, in English, French or an Indigenous-Canadian language, as the first window broadcast, within eighteen (18) months of completion and delivery of the Eligible Project¹⁴ and meeting the Canadian Premiere Requirement. The CMF will consider requests for an extension to this period on a case-by-case basis.

If the first window broadcast of the Project is in English or French, it is still a mandatory requirement of this Program for at least one Canadian Broadcaster in the project's financial structure to license the Eligible Project's Indigenous-Canadian language rights and broadcast and/or make the Eligible Project available to be viewed on any broadcast and online platforms that Canadian Broadcaster owns, operates and controls, in an Indigenous-Canadian language during the licence term of the Project. Should any Canadian Broadcasters who contribute to a Project's Eligible Licence Fee fail to comply with these requirements, the licence fee will be deemed not to be an Eligible Licence Fee.

"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' Maximum Terms. For clarity, Canadian Broadcasters operating in a language other than the Indigenous-Canadian language may contribute Eligible Licence Fees to meet the Eligible Market Commitment Threshold and broadcast the Eligible Project in Peak Viewing Hours (or, if applicable, make the Eligible Project available to be viewed) in their language of operations.

Note: The CMF may waive the broadcast/availability requirement for pilots where both the Canadian Broadcaster and Applicant agree, upon completion and delivery of the Eligible Project, that the pilot should not be broadcast or made available.

- 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 licensed 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/ISO the licence fee paid for each language right

¹² 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](#).

¹³As applicable, based on the respective platform.

¹⁴For dual-language productions, this requirement shall be interpreted to mean eighteen (18) months from the first completed version.

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 cycle/season. 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 cycle/season.
- 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 (Chapter 8) in [Appendix B](#).

ii. An Eligible Canadian Distributor's distribution agreement for the Canadian Exploitation Right and/or International Territory Exploitation Right:

- 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 an outline of:
 - all exploitation rights being licensed or acquired,
 - the amount of the Eligible Canadian Distributor's Eligible Distribution Advance (for the Canadian Territory and the International Territory, as applicable),
 - the amount of the Other Exploitation Rights for the Canadian Territory (if applicable),
 - the total amount being paid for the Project,
 - the territory(ies),
 - the term,
 - all relevant terms and conditions.
- Must align with all Eligible Canadian Distributor responsibilities (including applicable payment schedule requirements) outlined in the Distributor Business Policy (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.

- i. An Eligible International Entity's licence agreement for the International Territory Exploitation Right:
 - Must include parameters and practices that are generally and customarily followed by broadcasters/streaming services of linear content in the audiovisual industry, including but not limited to an outline of:
 - all exploitation rights being licensed or acquired,
 - the amount being paid towards the Eligible Market Commitment Threshold (if applicable),
 - the total amount being paid for the Project,
 - the territory(ies),
 - the term,
 - all relevant terms and conditions.

3.2.4.1 Eligible Market Commitment Threshold

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

In this Program, the Eligible Market Commitment Threshold is the minimum amount of Eligible Licence Fees from a Canadian Broadcaster and/or Eligible Distribution Advances from an Eligible Canadian Distributor (and, if applicable an Eligible Financial Contribution from an Eligible International Entity) that an Eligible Project must receive in order to unlock CMF funding for that project.

The Threshold in this Program is 10% of the Eligible Project's Eligible Costs.

In addition to the Canadian Broadcaster's (and, if applicable, the Eligible Canadian Distributor's) Threshold amounts, licence fees/financial contributions from foreign/scheduled broadcasters¹⁵ may also count towards the Threshold required to unlock funding in this Program, as long as the Threshold amounts of the Canadian Broadcasters (and, if applicable the Eligible Canadian Distributors) (both separately and in the aggregate) represent the larger share of the Project's Threshold.

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

For audiovisual treaty coproductions, 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 Coproduction Department.

3.2.4.2 Maximum Terms

For Projects that receive funding through this Program that are from independent producers (i.e., not Broadcaster-Affiliated Programming, not In-house Programming and not programming from Related Parties to Eligible Canadian Distributors), the maximum allowable period of all windows granted to the (i) Canadian Broadcasters for the Canadian Broadcast Right and/or (ii) Eligible Canadian Distributors for the Canadian Exploitation Right (the "**Maximum Term**"), in the aggregate and including both exclusive and non-exclusive terms is six (6) years.

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

¹⁵ Eligibility of foreign broadcasters will be decided by the CMF on a case-by-case basis.

For clarity, the start of the Maximum Term and the first air/exploitation date may not always coincide. By way of example, a Canadian Broadcaster's Maximum Term may be from September 1, 2026 to August 31, 2032, but the Broadcaster may choose to make the first broadcast date November 15, 2026. For eligibility purposes, the Maximum Term begins on September 1, 2026. In no case will the Maximum Term commence later than the first airing or exploitation of the first episode.

Applicants can incorporate contributions in excess of the Maximum Term within the financial structure. Only the portion of the contributions, however, within the Maximum Term will be used for the purposes of all CMF calculations, including Threshold assessment, and, if applicable, Envelope contributions. Contributions that commence within the Maximum Term, but extend beyond it will be pro-rated to match the Maximum Term for this Program.

3.2.4.3 Treatment of Other Exploitation Rights

All other rights that are not part of a Canadian Broadcaster's Canadian Broadcast Right and/or an Eligible Canadian Distributor's Canadian Exploitation Right must be separately identified and valued for the Canadian Territory.

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 and/or Eligible Canadian Distributors (and, if applicable, Eligible International Entities), 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 restriction¹⁶.
- 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.

¹⁶ For French-language Projects, if the additional Other Exploitation Right known as American Subscription Video on Demand (ASVOD) (as defined in the 2025-2030 AQPM-UDA Collective Agreement), has not been acquired by a Canadian Broadcaster, the contract with the Applicant may limit the Applicant's ability to exploit this Other Exploitation Right for a period not exceeding the lesser of (i) the term of the license granting the first Broadcast Rights, or (ii) sixty (60) months from the date of first broadcast. In return, the Canadian Broadcaster undertakes not to exploit ASVOD's additional right itself without agreeing with the Applicant and negotiating the terms.

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.

3.2.5 Miscellaneous Requirements

The Eligible Project must meet these criteria:

- a) It conforms to the Canadian Association of Broadcasters' (CAB) Code of Ethics and to all programming standards endorsed by the Canadian Radio-television and Telecommunications Commission (CRTC), including the CAB Violence Code and the CAB Equitable Portrayal Code;
- b) It cannot contain elements of excessive violence, hate propaganda, sexual violence, or sexual exploitation or elements which are obscene, indecent or child pornography within the meaning of the Criminal Code (as amended from time to time), and is not libellous or in any other way unlawful, and is in compliance with all applicable privacy and other laws and regulations.
- c) It is closed-captioned¹⁷ if it contains narrative, dialogue or lyrics. Exceptions may be permitted for Eligible Projects targeting children under the age of five, Projects in Indigenous languages that do not use the Roman alphabet, and live-to-air productions;
- d) It is a new production. A new production is one which is not substantially a repackaged version of a previously-produced production. In the case of a series, the CMF/ISO will consider the entire cycle to determine if the project is a repackaging (e.g., some "making-of", "best of" and/or "catch-up" episodes may be permitted). Projects comprised mainly of stock footage may be new productions provided the footage is not merely repackaged in whole or from large segments for the Project.
- e) Generally, the CMF/ISO expects a production to begin principal photography/key animation within the fiscal year in which it is funded or within three (3) months thereafter¹⁸. Special considerations may be made, for example, for Eligible Projects that need to capture a time-sensitive event or ones that are required to commence production during the period in which the CMF is closed to funding applications (e.g., December to March).

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

- f) It, or any version of it, has not been broadcast/presented on any platform prior to its application for CMF funding.
- g) When working with First Nations, Inuit and Métis communities, cultures, concepts and stories, the CMF and ISO encourage all Applicants to respect the guiding principles and best practices set out in the [On-Screen Protocols & Pathways Media Production Guide](#).
- g) The CMF encourages all Applicants to implement more environmentally-sustainable practices and cleaner technologies – and reduce the use of unsustainable resources – in the development, production and exploitation of their Projects.
- h) Live-action Eligible Projects with Eligible Costs over the following thresholds are required to use a carbon calculator to track the carbon emissions generated by their Project:

¹⁷ As applicable, based on the respective platform.

¹⁸ For greater clarity, the CMF does not support post-production/completion activities in its Linear Content Production Programs, unless principal photography/key animation commences within the eligible period applicable to the fiscal year of the funding request and the Eligible Project meets all other requirements.

- Drama: \$800,000 or more per hour
- Children & Youth and Variety and Performing Arts: \$750,000 or more per hour
- Documentary: \$400,000 or more per hour

For audiovisual treaty coproductions, carbon calculators are only required for the Eligible Costs of the Canadian portion of the Eligible Project's global budget (or global Final Costs).

- i) For content that is created with the assistance of Artificial Intelligence (AI) technology:
 - the CMF encourages all Applicants to respect the CMF's [AI Guiding Principles](#); and
 - it is the responsibility of the Applicant to ensure that (i) all underlying rights to Eligible Projects are owned and meaningfully developed by Canadians and (ii) Eligible Projects have unobstructed access to all underlying rights.
- j) All English-, French-, and Indigenous-language Eligible Projects at the production phase, with Eligible Costs over \$500,000 are required to make their Projects available in described video. For clarity, this requirement will not apply to live-to-air productions or Eligible Projects in Diverse languages.

4. CMF CONTRIBUTION

4.1 NATURE OF CONTRIBUTION¹⁹

In this Program, the CMF's contribution will be based on the presence of a Canadian Broadcaster and Eligible Licence Fee. For clarity, the CMF's contribution to Eligible Projects (i) with an Eligible Licence Fee from a Canadian Broadcaster will be a Licence Fee Top-Up, and (ii) without an Eligible Licence Fee from a Canadian Broadcaster (i.e. an Eligible Distribution Advance from an Eligible Canadian Distributor to unlock CMF funding) will be a Non-Repayable Contribution.

- The first CMF contribution to the Eligible Project will be in the form of a Licence Fee Top-Up to a maximum of 40% of the Project's Eligible Costs. CMF contribution amounts in excess of this 40% maximum will be in the form of a Non-Repayable Contribution.
- A Licence Fee Top-Up supplements the Eligible Licence Fees a successful Applicant receives from a Canadian Broadcaster. This type of contribution forms part of the Canadian Broadcaster's licence fee for the Eligible Project and is non-recoupable.
- A Non-Repayable Contribution is a non-refundable amount paid by the CMF to the Applicant.

In no case will the total CMF contribution exceed 60% of Eligible Costs (between Licence Fee Top-Ups and Non-Repayable Contributions combined).

Applicants should note that if an Eligible Project is accessing funds between multiple CMF Programs, the ratio of (i) Licence Fee Top-Up to (ii) Non-Repayable Contributions will be applied to the Project's entire budget according to the same Maximum Contribution percentages noted above (see section 2.5 for information on combining this Program with other CMF funding).

4.2 AMOUNT OF CONTRIBUTION

The CMF/ISO will solely decide the amount of its financial contribution to an Eligible Project, up to a Maximum Contribution. The Maximum Contribution shall be the lesser of 60% of the Eligible Project's Eligible Costs or up to \$750,000.

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 Coproduction Department.

4.2.1 Eligible Costs

Eligible Costs are costs set out in the production budget for the Eligible Project or the final cost report as applicable (including both Related Party and non-Related Party costs) – plus costs the CMF/ISO considers necessary and minus costs the CMF/ISO considers excessive, inflated or unreasonable.

¹⁹ The CMF requires the inclusion of tax credits in the financing structure for this Program *at application* and Applicants are encouraged to check with their local tax credit authorities to determine any potential impact (e.g. "grind") of the CMF's contribution on the Project's tax credits (see [Appendix B](#) (Chapter 7 - Treatment of Tax Credits – Linear Content Programs) for the CMF's tax credit policy).

CMF participation is calculated on the Eligible Costs of a Project and assessment of a Project's Eligible Costs is at the CMF and ISO's discretion. The CMF/ISO estimates Eligible Costs at the time of application, based on the budget for the Project. Eligible Costs may include cost increases between budget and approved final costs.

The provision of one or more apprentice positions for Indigenous People in Canada (as defined in [Appendix A](#)) will be considered an Eligible Cost for this Program.

The CMF/ISO will allow reasonable costs related to environmentally sustainable activities, practices and personnel connected to a project funded through the Linear Content Programs.

While gifts to the public are ineligible as marketing expenses per subsection 4.2.4 below, gifts made to Indigenous communities recognized as cultural practice and referenced in the [On-Screen Protocols & Pathways Media Production Guide](#) will be accepted as Eligible Costs.

4.2.2 Eligible Digital Content

While no longer a required element for CMF linear content funding, Applicants can continue to include costs for the production of digital media content related to their linear project ("**Related Digital Content**"). For more information on the parameters of Related Digital Content, please see the full definition in [Appendix A](#).

If applicable, Related Digital Media Content costs (including budgeted upkeep and enhancement costs for the related project for a period of up to twelve (12) months after the launch of the content) must be submitted as line item #85 in the Eligible Project's application budget.

The Related Digital Content will be made available to the Canadian public in an Indigenous-Canadian language.

Additional CMF Business Policies for Related Digital Content can be found in [Appendix B](#).

4.2.3 Related Party Transactions

All Related Party fees, Related Party allowances and any other Related Party transactions must be:

- a) Disclosed to the CMF and ISO; and
- b) In accordance with the current CMF Accounting and Reporting Requirements in [Appendix B](#)

4.2.4 Marketing Expenses

Eligible Costs of the Eligible Project may include:

- Unit publicity expenses incurred during production (e.g., production photographs, hiring a publicist to arrange interviews);
- Versioning costs to assist in foreign market sales²⁰
- Attendance at national and international markets to generate sales or other revenues from the Eligible Project; and
- Submission/registration to a relevant awards show/event.

²⁰Under the Marketing Expenses cap, the CMF/ISO will accept up to 90 minutes of versioning costs to assist in foreign market sales of an Eligible Project.

The maximum allowable Eligible Projects' eligible marketing expenses shall be the lesser of 5% of Categories B+C of the production budget or \$400,000. In the case of eligible marketing expenses of \$10,000 or less, no budget percentage cap will be imposed.

All marketing expenses of the Eligible Project – including those for Related Digital Content, if applicable – should be allocated to budget account #70 in the production budget.

Non-eligible marketing costs include:

- Costs already financed or paid for by another financier or funding body;
- Wrap party, crew or cast gifts, and gifts to the public (e.g., t-shirts, mugs).

4.2.5 Pilots and Series

Eligible Costs for a series may include costs related to enhancements to a previously produced pilot where the series is consequent to that pilot.

4.2.6 Prizes

Any prize that is won, awarded, presented, or granted to individuals in connection with any CMF-funded production, in any genre, shall be an ineligible cost, even if such prize is deemed to be educational in nature.

5. DECISION PROCESS

5.1 PEER ASSESSMENT EVALUATION

Eligible Projects applying to this Program will be evaluated via a peer assessment process to promote fairness, transparency and accountability in decision making, while at the same time ensuring knowledgeable assessment of artistic ability and merit. The CMF and ISO will ensure that a minimum of three (3) assessors comprised of Indigenous individuals representing different nations and regions of Canada are reviewing applications, and that clear and transparent instructions are in place for assessing applications. Eligible Projects will be selected and awarded funding based on this process.

5.2 PROJECT ASSESSMENT IN THE SELECTIVE PROCESS

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

To make funding decisions, the CMF and ISO will rely on an Indigenous jury and projects will be selected using the Evaluation Grid below.

In this Program, the CMF and ISO,

- reserve the right to limit how many Projects are awarded funding to a single Applicant in a given funding application round,
- will not accept a revision to the evaluated elements of a Project that would affect its final weighting, and
- reserve the right to not fund Projects below a minimum score based on the evaluated and ranked Projects in that application round.

Evaluation Grid

CMF Evaluation Criteria	Rationale	Percentage of overall score
Relationality, Context and Accountability: <ul style="list-style-type: none">• Cultural authority & accountability.• Leads have lived/community connections.• Indigenous ways of knowing inform the work.• Protocols and engagement plans are articulated.	Indigenous stories are grounded in relationship and responsibility, extending beyond authorship into community and care.	25%
Storytelling and Creative Approach: <ul style="list-style-type: none">• Compelling narrative/conceptual approach.• Creativity, imagination, and coherence.• Integration of ethical considerations within the storytelling.• Respect and intentionality in shaping the story.• Distinct creative voice and artistic intention.	Strong storytelling is both culturally grounded and creatively engaging, inviting audiences into meaningful perspectives.	25%
Creative Vision & Innovation: <ul style="list-style-type: none">• Innovation of new forms or perspectives.• Contribution to new storytelling perspectives.• Distinctiveness and timelines.	Indigenous storytelling needs to be preserved, but it is also innovative, evolving, and modern.	10%

Feasibility and Execution: <ul style="list-style-type: none"> • The team demonstrates experience, skills, and leadership and has a clear plan to address any capacity gaps. • Budget alignment with Project scope. • Realistic timeline and project readiness. 	Strong ideas are supported by thoughtful planning and execution strategies.	25%
Impact, Reach and Contribution: <ul style="list-style-type: none"> • Contribution to Indigenous cultural life. • Alignment with the Applicant's creator's trajectory. • Audience accessibility and reach pathways. • Industry, market, or international relevance. • Contributes to the screen sector and job creation. 	Impact is both community-centred and outward-looking, strengthening Indigenous presence in the screen sector.	15%
TOTAL		100%