

Code of Conduct for Telefilm Canada's Business Partners

APPLICABLE AS OF MAY 16, 2022

Ce document est également disponible
en français.

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Statement of Intent

As a Crown Corporation, Telefilm Canada ("**Telefilm**") is committed to the highest ethical standards. The success and continuity of our activities depend not only on our employees, but also on our relationships with our business partners. As an investor in Canada's creative industries, Telefilm is committed to supporting a healthy ecosystem that thrives in a culture of mutual respect, dignity and inclusivity that is free from any form of harassment, discrimination, and violence. Telefilm recognizes that the responsibility of creating and preserving a safe environment is a collective one. This Code of conduct outlines Telefilm's commitments and expectations towards its business partners.

Application

This Code of conduct applies to all entities and individuals interacting with Telefilm in the course of its activities, including:

- past, current, and potential applicants to its funding programs and initiatives;
- service providers;
- industry Stakeholders;
- contractual partners;

as well as their employees and representatives.

Hereinafter referred to as "**Business Partners**".

Compliance with this Code of conduct is required in all types of interactions with Telefilm, whether in-person, over the phone, via videoconference, or by email, the application portal Dialogue, social media or public forums.

I. Expected Behaviours

The expected behaviours mentioned in this Code of conduct cannot cover every possible situation that might occur. Telefilm trusts its Business Partners to use good judgment, to refer to this Code of conduct as a guideline, and to seek further information or assistance from Telefilm when they need it.

Respect and Dignity

In their dealings with Telefilm's employees and representatives, Business Partners are expected to treat everyone with dignity and respect and abstain from any form of harassment, violence, and discrimination.

Harassment and Violence

Harassment of any form (including sexual harassment), and violence will not be tolerated. Harassment and violence are defined as any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to someone, including any prescribed action, conduct or comment as defined under Part II of the *Canada Labour Code*. Harassment and violence can include, but are not limited to, the following:

- Insults or threats, verbal or written (including emails, text messages, and social media);

- Yelling;
- Inappropriate or offensive remarks, jokes, insinuations or comments about a person's clothing, body, age, race, national or ethnic origin, religion, gender identity, sexual orientation, physical disabilities, or marital or social status;
- Displays of photos or drawings that are racist, offensive, or humiliating;
- Pranks that may cause embarrassment or discomfort;
- Intimidation and bullying;
- Assault;
- The intentional isolation of anyone;
- Repeated microaggressions.

Sexual harassment can take many forms, including but not limited to, the following:

- Unwanted physical contact, such as touching, caressing, pinching, or fondling;
- Unwanted verbal or written advances or persistent sexual propositions;
- Unwelcomed invitations or requests, whether implicit or explicit;
- Promises of rewards or threats of reprisal, implicit or explicit, for accepting or refusing a sexual request;
- Acts of voyeurism or exhibitionism;
- Physical violence of a sexual nature or forced unwanted sexual intimacy.

Note: A conduct does not necessarily need to be repeated or persistent to be considered harassment. A single incident can be considered harassment.

Discrimination

Business Partners are expected to act in compliance with the *Canadian Human Rights Act* (R.S.C., 1985, c. H-6) and, as such, abstain from any discrimination based notably on race, national or ethnic origin, colour, cultural, religious or personal beliefs, marital status, sexual orientation, gender identity or expression, age, disability or social status.

Integrity

Business Partners must conduct their business with honesty and integrity and otherwise comply with all applicable laws and regulations. For instance, Business Partners must, in their dealings or transactions involving Telefilm:

- not make any false representations, including, but not limited to, oral misrepresentations of fact and the utilization of false documentation;
- conduct their business free from extortion, bribery and all unlawful, unethical, or fraudulent activity;
- not offer, give, promise, or authorize any bribe, gift, loan, fee, reward or other advantage to any government official or employee, any customer, any Telefilm employee, or any other person, to obtain any business or improperly influence any action or decision; and

- iv. not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices in violation of competition laws.

For clarity, falsification of records or misrepresentation of conditions or practices are unacceptable and contravene the dispositions of this Code of conduct.

II. Telefilm Funding

Through its various programs and initiatives, Telefilm provides funding to a variety of industry stakeholders including to producers, distributors, sales agents, theatres, festivals, and training institutions.

Access to Telefilm funding is not guaranteed. Trust is at the core of the relationship between Telefilm and its Business Partners.

All Business Partners must act with integrity and transparency in their dealings with Telefilm, including in the course of any request for assistance, whether financial or nonfinancial.

Furthermore, Telefilm funding must be used exclusively for the purposes detailed in the contractual agreements governing such funding.

Telefilm reserves the right to refuse, or limit, access to its programs and activities to a Business Partner if it deems, in its discretion, that such Business Partner's actions undermine Telefilm's trust in the Business Partner's sound judgment or contravene the spirit and intent of this Code of conduct or affect Telefilm's trust in the Business Partner.

III. Intellectual Property

Business Partners may only use Telefilm's intellectual property, such as copyrights, patents and official marks, in a manner permitted under their agreement with Telefilm, and may not misappropriate or infringe the intellectual property rights of Telefilm. Business Partners must notify Telefilm if they become aware of any unauthorized use of the Telefilm brands, official marks or logos by a third party.

IV. Representations

Business Partners are not authorized to speak or make any representations on behalf of Telefilm, unless otherwise agreed to in writing by Telefilm.

V. Adherence to the Code of Conduct

Acceptance and adherence to this Code of conduct is mandatory for all Business Partners and it is a condition to the continuation of any activity with Telefilm. All Business Partners undertaking business with Telefilm are subject to this

Code of conduct. It is expected that Business Partners and/or their Related Parties¹, as applicable, take appropriate and effective means to monitor Code of conduct compliance of their organization, employees and representatives.

Telefilm reserves the right to verify, at any time, the adherence of a Business Partner and/or its Related Parties to the principles set out in this Code of conduct via requests for information/documentation or on-site audits. If on-site audits are required, the Business Partner, or its Related Party, as applicable, will be given sufficient warning and the audit will not unnecessarily disrupt their operations. If a request for information/documentation is sent by Telefilm, the Business Partner and/or its Related Party, as applicable, must send at the office of Telefilm any information or excerpts from documents requested by Telefilm within the deadline indicated by Telefilm, which shall be reasonable.

Telefilm reserves the right not to enter into or to discontinue a relationship with a Business Partner whose practices are noncompliant or incompatible with the terms, spirit and intent of this Code of conduct.

VI. Non-Compliance with the Code of Conduct

If Telefilm determines, in its discretion, that a Business Partner, and/or a Related Party, does not comply with this Code of conduct, it may take measures against the Business Partner and/or the Related Party without any delay or notice, including but not limited to:

- i. Interrupting and ceasing all communication with the Business Partner and/or its related parties;
- ii. Requiring that an intermediate acceptable by Telefilm be appointed for future contact with Telefilm;
- iii. Exercising any default rights under any agreement(s) with Telefilm;
- iv. Adding conditions for obtaining funding from Telefilm;
- v. Imposing additional or stricter monitoring, auditing and/or accountability measures for resumption and pursuit of activities with Telefilm;
- vi. Suspending disbursement activities until the situation is corrected;
- vii. Suspending all activities until the situation is corrected;
- viii. Terminating all activity for a defined period of time or in perpetuity;
- ix. Terminating contracts;
- x. Taking legal actions; and/or
- xi. Reporting criminal acts to the competent authorities.

VII. Reporting of Suspected Violations

This Code of conduct shall empower employees and third parties who are witness to actions or practices that are noncompliant or incompatible with its terms, spirit and intent to speak out, report abuses in good faith, expect thorough, timely investigations and appropriate measures and/or consequences.

¹ "Related Parties" are defined as parties that are related within the meaning of the CPA Canada Handbook, as that definition may be amended, completed or replaced from time to time, and as that definition may be adapted by Telefilm to the context of the film and television industry.

The Code of conduct is administered by the Vice President, Legal Services and Access to Information who is responsible for the complaint handling process. Violations to this Code of conduct may be reported to Telefilm by sending an email to legal@telefilm.ca. Such reports must include the complete name and contact information of the complainant, the date and detailed description of the incident, the names of the witnesses (if any) and the expectations or solutions sought by the complainant and the signature of the complainant. Telefilm does not respond to anonymous reports.

Telefilm will acknowledge receipt of any reports within five (5) business days and investigate the alleged violations thoroughly. To this end, Telefilm may contact the complainant to request further documentation or clarifications, if necessary. Depending on the nature of the alleged violations and the sensitivity of the information involved, in accordance with its legal obligations under the *Privacy Act*, Telefilm may not be in position to share the outcome of the investigation with the person who reported the alleged violation.

VIII. Access to Information and Privacy

Any information, in any form, provided, obtained, created, or communicated in connection with the application of this Code of conduct is subject to the [Access to Information Act](#) and the [Privacy Act](#).

IX. Effective Date

This Code of conduct is effective as of May 16, 2022.