



1 October 2007

Dennis Skulsky
President, CanWest MediaWorks
1450 Don Mills Road
Don Mills, Ontario
M3B 3R5

Dear Mr. Skulsky,

I am writing on behalf of the media members of the Travel Media Association of Canada, which represents more than 450 travel media and industry professionals across Canada and internationally.

We are deeply troubled by the new CanWest freelancer's contract. It stipulates that the freelancer grants "express, irrevocable and exclusive right" to unlimited use, in perpetuity, of the content supplied by the freelancer, not just by the purchasing paper but by any property in the CanWest fold, as well as electronic use of the material by CanWest or anyone else, all for one set fee.

It further mandates that the purchaser shall be free to alter the bought copy "in any manner and/or form" and that the freelancer waives all moral rights to it.

Our concerns are twofold:

First, this contract negates the ability of the freelancer to resell material to any other outlet. Previously, if, say, the *Vancouver Sun* bought a freelancer's travel feature and photos, CanWest would also assume the right to use that material in other CanWest properties, but the freelancer would be paid additional, if nominal, fees for those uses.

Under the new contract CanWest is able to supply, *gratis*, the material to other CanWest papers. Meanwhile, the rate schedule for this material has not been revised, so the freelancer now receives the same amount for a piece seen by 750,000 people in Vancouver or by five or 10 times that number in cities across Canada.

The new contract also permits CanWest to make a profit from selling the freelancer's material electronically, again with no compensation to its creator and no indication of such sales' monetary value.

These policies impose a severe financial penalty on the freelancer, forcing already shockingly meager wages lower yet, and seem to us the unconscionable use of CanWest's marketplace dominance to unfairly enrich itself at the expense of the people doing the actual work.

Furthermore, the demand that the freelancer waive all moral rights opens the door to potentially calamitous damage to the freelancer's name and reputation, since the material may now be adulterated in any fashion CanWest or its assigns see fit, without reference to the creator but still bearing his or her name.

Second, by engineering an environment that makes it uneconomical for many freelancers to continue producing editorial copy, you greatly reduce both the quality and quantity of such material. This is to the detriment of any media company that takes seriously its role as a forum for raising issues, airing diverse views and disseminating accurate information.

Freedom of the press is one of Canadian society's most fundamental and essential rights, but for that freedom to function, for our citizens to hear those various, necessary individual voices, there must be a sound economic underpinning allowing them to come forth. Your freelancer's contract does not provide that, and we respectfully request you to withdraw it.

On behalf of my media members I would also like to ask for a face-to-face meeting with you to discuss these issues and the possible alternative responses to them. We would be happy to work with you to create agreements with freelancers that will satisfy the needs of your company, freelancers and a healthy free press.

Sincerely,

A handwritten signature in black ink, appearing to read "John Masters", with a long horizontal flourish extending to the right.

John Masters
TMAC national president

cc. Gordon Fisher, President of News and Information, CanWest MediaWorks
Gerry Nott, Editor-in-chief, CanWest News Service