



ASIAN LANGUAGE MEMORANDUM OF AGREEMENT

This Asian Language Agreement (the “Agreement”) is by and between SAG-AFTRA (“SAG-AFTRA”) and _____ (“Company”).

RECITALS

_____ is a company engaged in the production of television commercials and is a signatory to the SAG-AFTRA 2016 Commercials Contract (“Contract”). The Agreement modifies certain terms and conditions of the Contract for qualifying commercials.

1. Scope

This Agreement applies only to commercials produced in their entirety under the terms and conditions of the Contract.

2. Effective Term

The terms of this Agreement shall be available beginning on April 1, 2016 and continue in effect until March 31, 2019, or until terminated by 30 (thirty) days notice by either party. Although cause is not required to terminate the Agreement, failure to comply with any of the terms of this Agreement shall constitute a basis for termination of the Agreement by SAG-AFTRA.

3. Definition

For purposes of the Agreement, “Asian language commercials” shall mean commercials produced in any of the following languages: Chinese (Mandarin and Cantonese), Japanese, Hindi, Indonesian, Korean, Taiwanese, Thai, Asian Indian, and Vietnamese.

4. Notice

Producer is required to provide notice to the performer at the time of audition and booking that the performer is working under the terms of this Agreement. The performer’s employment contract must also state that the commercial is being produced under the terms of this Agreement.

5. Translation Services

A principal performer may not be required at a session or audition to translate the script into any other language. If a principal performer agrees to provide translation services at the request of Producer, Producer shall pay the principal performer for such services at an audition or session, as the case may be, an additional amount equal to 50% (fifty percent) of the minimum session fee, and the Audition Report Form or production time report, whichever is applicable, shall so indicate.

6. Doubling

When a principal performer doubles, in or out of category, he/she shall be paid not less than the applicable session fee plus use fees for each additional voice or part, except when a principal performer does such doubling as part of his/her role or as part of an act. When a principal performer is employed for one role in a commercial, and performs the same role/script in a different language in another commercial, he/she must be paid a session fee for each additional commercial. Subject to provisions of the 2016 Commercials Contract, Editing of Commercials, use fees will be paid for each commercial.

7. Wild Spot Use Fees

For wild spot use of Asian Language Commercials, fees shall be paid for each 13-week cycle of use in accordance with Table A of the Contract. For purposes of computing unit values, the market areas with fluent populations of under 174,000 are assigned 1 unit each with an additional unit added for each increment of 174,000.

For commercials in **Chinese (Mandarin or Cantonese), Korean, and/or Vietnamese**, the following unit values are to be used (based on one unit per 174,000 fluent speakers):

Los Angeles	4 Units	New York	3 Units
SF/Oakland/San Jose	3 Units	Vancouver	2 Units
Toronto	2 Units	All Others	1 Unit

For commercials in **Japanese, Hindi, Indonesian, Taiwanese, Thai, Asian Indian**, or any other Asian language other than Mandarin, Cantonese, Korean, or Vietnamese, one unit is added to the values above for each language used in each market in LA, NY, SF, Vancouver, and Toronto (all others remain at 1 unit).

Unit weights of the designated market areas will be reviewed and adjusted effective as of April 1st of each year during the term of this Agreement.

8. Exclusivity

The exclusivity to which scale principal performers may agree is limited to an agreement not to accept employment in Asian Language commercials advertising any competitive product or service. If a Producer wishes to obtain exclusivity for a competitive product or service in English language commercials, Producer will pay performer not less than an additional 50% (fifty percent) of all session, use and holding fees for each commercial. Producer must notify performer at the time of audition or interview and at the time of hiring of its intent to obtain such exclusivity and the individual employment contract must reflect such agreement.

9. Delivery of Checks

All payments to performers, including payments for the original session and all holding and use fees, shall be made by check payable to principal performers and delivered to SAG-AFTRA (1900 Broadway, 5th Floor, New York, NY 10023, Attn: Commercials Dept) in stamped, unsealed envelopes addressed to the principal performer(s).

10. Required Reporting

The Company shall file with SAG-AFTRA (1900 Broadway, 5th Floor, New York, NY 10023) within 30 (thirty) days after the end of each calendar quarter during the term of this Agreement, written reports of all production and use of Asian language commercials during the immediately preceding quarter. In addition, the Company shall forward copies of employment contracts for each production to SAG-AFTRA (same address as above) within 12 (twelve) business days from the session.

11. Applicable Terms

Except as otherwise expressly provided in the Agreement, all terms of the Contracts, including but not limited to the arbitration provisions of the Contracts, shall be applicable.

COMPANY:

SAG-AFTRA:

Company Name: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____