



**SCREEN ACTORS GUILD – AMERICAN FEDERATION OF
TELEVISION AND RADIO ARTISTS
2020 LOW BUDGET INTERACTIVE AGREEMENT**

This Low Budget Interactive Agreement (“Agreement”) is entered into between Screen Actors Guild-American Federation of Television and Radio Artists (“SAG-AFTRA”), and _____ (“Employer”) with respect to the interactive program currently entitled “_____” (the “Interactive Program”).

All terms of the AFTRA 2011-2014 Interactive Media Agreement as amended by the SAG-AFTRA 2017 Memorandum of Agreement and the 2020 Extension Agreement (hereinafter collectively referred to as the “IMA”) are incorporated into this Agreement by reference, except as modified herein. This Agreement is further amended by the AMPTP COVID-19 Return to Work Agreement with the DGA, IA, SAG-AFTRA and Teamsters/Basic Crafts dated as of September 21, 2020 (“RTW Agreement”) (as further detailed in the “COVID Addendum” attached herein). Employer acknowledges that it has received a copy of the IMA and the RTW Agreement, available at www.sagaftra.org/interactive, and is familiar with the terms and requirements of each. In the event of any contradictory terms between this Agreement and the IMA, this Agreement controls. By signing this Agreement, Employer agrees to accept, assume and be bound by all terms of the IMA (as specifically modified in this Agreement), including the trust agreements establishing the SAG-AFTRA Health Plan, Screen Actors Guild-Producers Pension Plan, and the AFTRA Retirement Fund (collectively referred to herein as the “Trust Agreements”) and the RTW Agreement (as specifically modified in the Addendum attached hereto). Employer irrevocably designates and appoints the Alliance of Motion Picture and Television Producers (“AMPTP”) as its attorney-in-fact to select, remove or substitute representatives or trustees under both the Trust Agreements.

By signing this Agreement, Employer represents that the Interactive Program is eligible for coverage under this Agreement and that all information in the Preliminary Information Sheet that was submitted for the Interactive Program is true to the best of Employer’s knowledge.

Employer must provide a safe set and comply with the requirements of the White Paper, The Safe Way Forward, the RTW Agreement, and any other relevant safety standards or protocols promulgated or negotiated by SAG-AFTRA (“SAG-AFTRA Safety Protocols”) and must provide written proof of such compliance. SAG-AFTRA shall not be prevented from monitoring Employer’s performance of its obligations under the IMA, including full access to sets at all times to confirm Employer’s adherence to all of those contractual obligations under the IMA and SAG-AFTRA Safety Protocols. SAG-AFTRA’s observation will be done in such a manner as not to interfere with production of any Interactive Program (as defined in the IMA). SAG-AFTRA reserves the right, which it may exercise at any time upon written notice to the Employer, to withhold the services of its Performers when SAG-AFTRA determines, in its sole discretion, that Employer is not providing a safe set for any reason, including but not limited to a failure to comply with SAG-AFTRA Safety Protocols, failure to comply with health and safety standards consistent with the local, state and federal guidance regarding social distancing, essential business closures, and shelter in place orders, or positive test results of individuals accessing the set.

The Employer agrees to abide by and conform to all wages, benefits, terms and conditions of the IMA and, as appropriate, on behalf of clients for whom interactive or video game programs

are produced by or through the Employer. Employer will make all session and bonus payments required by the IMA, all social security, withholding, unemployment insurance, and disability insurance payments, and all other payments required of employers by law with respect to such payments and further that the appropriate contributions will be made to the SAG-AFTRA Health Plan and the AFTRA Retirement Fund in accordance with the terms of the IMA.

SAG-AFTRA reserves the right to review this executed Agreement to determine if Employer is a bona fide producer of interactive or video game programming. SAG-AFTRA reserves the right to reject the signatory status of an employer that is not a legitimate producer of interactive or video game programming or whose production does not conform to the full terms and conditions set forth in this Agreement.

The following provisions of the IMA are replaced with the following:

1. **PRODUCTION RESTRICTIONS AND DAMAGES**

New productions will be reviewed and signed on a case-by-case, one-production-only basis. Employer loses the right to use all voiceover and talent assets for productions that exceed the terms or budget limit set forth in this Agreement unless and until performers are compensated at the IMA rates.

2. **BUDGET CAP**

Total production budget cannot exceed \$1,500,000. To qualify, Employer agrees to provide detailed production information, budget, and financials regarding the Interactive Program and will submit a final cost analysis upon completion.

3. **PERFORMERS** (*Article 1, Section 3.P*)

Additionally, Employer agrees that motion capture and performance capture work are covered under this Agreement.

4. **3-DAY AND 5-DAY ON-CAMERA RATES** (*Article 1, Section 19.A*)

No 3-day or Weekly On-Camera rates are available. The Principal On-Camera Day Performer rate of \$929.00 (as of November 8, 2020, but is subject to increases in the IMA) for an 8-hour session will apply for all On-Camera Principal Performers.

5. **OFF-CAMERA COMPENSATION** (*Article 1, Section 19.B*)

The Principal Day Performer rate is \$929.00 (as of November 8, 2020; increasing to \$956.75 on November 14, 2021) for a 4-hour session or one-half (i.e., \$464.50 as of November 8, 2020; increasing to \$478.50 on November 14, 2021) of the Principal Off-Camera Day Performer rate for a 2-hour session. Employer may utilize up to 10 voices per hour for an unlimited number of characters.

6. **ADDITIONAL COMPENSATION** (*New Subsection in Article 1, Section 19*)

Each Performer whose performance is included in the Interactive Program shall be entitled to a secondary payment of 25% of a Full Scale Payment for each 500,000 units sold or unique subscribers (when games are not sold by units) up to a total of four (4) secondary payments.

If secondary payments are paid at the time of initial employment, each Payment may be reduced by 25% for each session worked by the Performer, up to a maximum of 4 sessions (75% of scale). Otherwise 100% of scale per session as outlined above.

7. **VOCALLY STRESSFUL SESSIONS** *(New Subsection in Article 1, Section 19)*

Sessions that contain vocally stressful work will be no longer than 2 hours and paid at full 4-hour rate. Principal Off-Camera Day Performer rate. Vocally stressful sessions are any work that risks damage or undue strain to the Performer's voice which may be due to prolonged requests for the Performer to enact: yelling/shouting/screaming, fighting sounds, death sounds, battle cries, complicated creature sounds, unnatural vocal textures, extensive whispering, high pitched vocal sounds, or any other voice/sound that is difficult/challenging for the performer to deliver.

8. **PROHIBITION ON DIGITAL REPRODUCTIONS**

Employer may not use any digital scanning techniques to create digital reproductions of any Performer or Background Actor in connection with the Interactive Program without the union's consent. Employer may not use any digital reproduction of an individual, living or deceased, as a character or in place of Background Actors in the Interactive Program without the union's consent.

9. **PROTECTION OF MEMBER INFORMATION**

Employer must use commercially reasonable best efforts to protect the personal information of Performers, whether in electronic or tangible form, including contact information, social security numbers, employment contracts, and other disclosures, reports, or paperwork that may include personal information. Employer must not include any Performers' social security numbers on any sign-in sheet for an interview or audition. Notwithstanding any provision of the IMA to the contrary, Employer will provide SAG-AFTRA with all information, which may include full social security numbers, SAG-AFTRA deems reasonably necessary to identify Performers or Background Actors who are engaged on the Interactive Program and to administer this Agreement and the IMA. Employer must handle Performer personally identifiable information (or "PII") in accordance with applicable law.

In the event of any data breach or other loss, theft, or mishandling of Performer personal information, in addition to compliance with applicable law, Employer must provide prompt notification to SAG-AFTRA, setting forth the actual or approximate date of the incident, the nature of the incident, the number and names of the Performers affected, and any other information SAG-AFTRA reasonably requests.

If call sheets, or the equivalent, are in use by the production, it shall be delivered to the performer the day before they are to perform.

Employer will inform SAG-AFTRA of the final game title at the release of the game.

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This Agreement covers only the Interactive Program listed above and is non-citable and non-precedential with respect to any other project.

This Agreement reflects the complete understanding reached between the parties in connection with the subject matter addressed and supersedes any oral understanding or agreement regarding all such matters.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

**EMPLOYER
AGREED AND ACCEPTED**

**SAG-AFTRA
AGREED AND ACCEPTED**

Authorized Signature

Signature

Print Name and Title

Print Name and Title

Company Name

Date

Address, City, State, Zip

Phone

E-Mail

Date

INTERACTIVE COVID ADDENDUM

RETURN TO WORK AGREEMENT

This Addendum to the Letter of Adherence for the Interactive Media Agreement fully incorporates by this reference the AMPTP COVID-19 Return to Work Agreement with the DGA, IA, SAG-AFTRA and Teamsters/Basic Crafts dated as of September 21, 2020 ("RTW Agreement").

The RTW Agreement is modified in the following manner for purposes of work on Interactive Programs:

1. For the avoidance of doubt, it shall be the responsibility of the Employer to arrange for and pay for all safety and COVID-19-related costs (e.g., testing, PPE).
2. The recital of the RTW Agreement providing that it "contains the entire agreement and understanding among the parties with respect to the temporary modifications necessary in light of COVID-19" is hereby modified with respect to Employer's Interactive Programs. SAG-AFTRA may require Employer to take further action with respect to COVID-19 than is provided in the RTW Agreement, before engaging and/or returning individuals to work under the applicable collective bargaining agreement.
3. SAG-AFTRA will require Employer to provide written information regarding its compliance with the RTW Agreement and any other requirements. It is within the Union's sole discretion which information is required, the frequency of the information requests, and in which format. Compliance with SAG-AFTRA's requests for such information is a condition of SAG-AFTRA clearance for the Project.
4. Employer agrees to notify SAG-AFTRA when there is a positive test on the Project, including identification of the zone, the type of test used, and re-testing results along with any quarantine or contact tracing conducted as a result of the positive test result(s). Additionally, Employer agrees to notify SAG-AFTRA when it shuts down and restarts the Project for any period of time.
5. Employer agrees to provide test results to performers at the same time as the Employer receives the test result information. The test results should contain the date of specimen collection.