



SCREEN ACTORS GUILD – AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS INTERACTIVE MEDIA AGREEMENT

This letter agreement (“Agreement”) is entered into between Screen Actors Guild-American Federation of Television and Radio Artists (“SAG-AFTRA”), on one hand, and _____ (“Employer”), on the other hand.

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.

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.

If call sheets, or the equivalent, are in use by the Interactive Program, it must 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.

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**

Authorized Signature

Print Name and Title

Company Name

Address, City, State, Zip

Phone

E-Mail

Date

**SAG-AFTRA
AGREED AND ACCEPTED**

Signature

Print Name and Title

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.