



**SCREEN ACTORS GUILD-AMERICAN FEDERATION OF
TELEVISION AND RADIO ARTISTS DUBBING AGREEMENT**

This agreement (hereinafter the "Agreement") is made by and between the Screen Actors Guild - American Federation of Television and Radio Artists (herein referred to as "SAG-AFTRA") and _____ (hereinafter the "Producer") who is engaged in the production of dubbed sound tracks for foreign language motion pictures.

WHEREAS, the Producer did heretofore enter or hereby does enter into and become bound by the current SAG-AFTRA Agreement for Independent Producers of Theatrical Motion Pictures (herein referred to as the "Basic Agreement") and;

WHEREAS, SAG-AFTRA and the Producer have agreed upon modification of the Basic Agreement with respect to the employment of performers and singers (hereinafter "Performer(s)") for the purpose of dubbing English language sound track to be used in connection with motion pictures initially produced in a language other than English or for the dubbing of a new English language sound track to replace an English sound track which lacks the appropriate fluency in English, in accordance and upon the terms and conditions herein set forth:

THEREFORE, in consideration of the mutual agreements herein contained, it is agreed as follows:

1. Work Definition

a. Dubbing Defined: Looping Not Included

The Basic Agreement is modified as herein set forth, but solely with respect to the employment of Performers for the purpose of dubbing English language sound track to be used in connection with foreign language motion pictures. It is understood that "dubbing" as used in this Agreement refers to the recording of dialogue in English to substitute for dialogue in another language or the replacement of English dialogue because the original performance lacked the appropriate fluency in English. The dubbing Performer must work "to picture", synchronizing the on and off-camera dialogue of the English language script adaptation. "Looping" is not covered hereunder except, however, in circumstances where a star Performer loops their own performance in a foreign produced motion picture in association with dubbing Performers. Otherwise, looping and ADR work are covered by the Basic Agreement.

b. Foreign Language Motion Picture Defined

To qualify as a foreign language motion picture for the purpose of applying the terms and conditions of this Agreement, a motion picture must have been produced principally in a language other than English, intended for initial exhibition in a foreign language market, fully edited so that such motion picture is ready for exhibition with a release-quality foreign language sound track. The existence of incidental English dialogue shall not disqualify a motion picture from being considered a foreign language motion picture.

c. Series Cartoons or Animated Feature Motion Pictures

This Agreement shall apply to the English language dubbing for a foreign language animated motion picture provided that the work is performed "to picture" and a release quality sound track in a foreign language exists. The dubbing of sound track for any

other animated motion picture shall be governed by the current SAG-AFTRA Television Animation Agreement if the motion pictures are for television or new media or by the Basic Agreement if the motion picture is for initial theatrical exhibition.

2. **Compensation**

a. **Performers (except as set forth in 2.b)**

Performers shall be compensated at the following hourly minimum rate for each of the first through eighth hours with a minimum daily guarantee of two hours. Performers may perform multiple roles for the compensation set forth below:

Rate per hour (2 hour minimum guarantee)	\$87.00
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Rates shall be subject to a 5% annual wage increase thereafter.

b. **Singers**

A professional singer is a person who is employed primarily to sing either as a solo or in a group requiring unison or harmony or a Performer singing along to a track in character where they are also recording that character's voice. Singer sessions shall not exceed four consecutive hours in length.

Solo and Duo	\$486.00
Group 3-8	\$434.00
Groups 9 or more	\$373.00
Sweetening with or without overdubbing	100% additional
Overdubbing only	25% additional
Contractor Fee:	
3-8 Singers	\$217.00
9 or more Singers	\$373.00

Step-out rule is also applicable. See Basic Agreement Schedule G-I, §3.C

Rates shall be subject to a 5% annual wage increase thereafter.

c. **Overtime**

Overtime shall be paid based upon the minimum or individually negotiated hourly rate. The ninth and tenth hours shall be paid at time-and-one-half; all hours in excess of ten shall be paid at double-time. Work time over the session guarantee shall be calculated in one-fourth (¼) hour units.

d. **Weekend Work**

A Performer employed hereunder shall be paid at time-and-one-half if such work is performed on a Saturday, or at double-time if such work is performed on a Sunday. However, if such work is scheduled on a Saturday or Sunday to accommodate the schedule of the Performer, such Performer shall be compensated at straight time.

e. **Holiday Work**

A Performer employed on any of the following holidays shall be paid at double-time: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, or Christmas Day.

f. Notice

At the time an offer of employment is extended to a Performer, the Producer shall notify the Performer or their agent of the general nature of the work involved, the guaranteed length of the session, notice of need to speak/read language other than English, and whether vocally stressful work is contemplated.

g. Crediting Prohibited

Whenever a Performer receives overscale, overtime, or other adjustments to the minimum wage rate required by the Agreement, such overtime or adjustments shall not reduce the Performer's guaranteed employment or guaranteed compensation. No crediting of such guarantees are permitted against any payments required by this Agreement.

3. Categories of Productions and Residuals

Foreign language motion pictures, for the purpose of applying the terms of this Agreement, fall into one of two (2) categories as set forth below. The Performer must be notified of the category at the time of booking.

CATEGORY I – A live action or animated foreign language motion picture to be dubbed into English for the purpose of theatrical exhibition, Network Prime Time Television exhibition, or exhibition on a subscription video-on-demand ("SVOD") consumer pay platform with 15 million or more subscribers on the start date of the project in the United States and/or Canada.

Network Prime Time Television are programs broadcast on ABC, CBS, The CW, FBC (Fox), and NBC between the hours of 8:00pm to 11:00pm daily except 7:00pm to 11:00pm on Sundays.

CATEGORY II – A live action or animated foreign language motion picture to be dubbed into English for initial exhibition in any market (e.g., broadcast, cable, and pay television, new media/streaming, home video, airline) other than those covered by Category I.

a. CATEGORY I

The Producer shall pay an additional 50% of the performer's initial compensation concurrently with payment for the session to obtain all rights, in perpetuity, to exhibit and distribute the dubbed motion picture in any medium.

b. CATEGORY II

The Producer, by payment of the initial compensation, obtains rights, in perpetuity, to exhibit and distribute the dubbed motion picture in any medium with the exception of those covered by Category I.

If a Category II production has a subsequent release in a theatrical market, Network Prime Time Television exhibition, or exhibition on a SVOD consumer pay platform with 15 million or more subscribers (at the time of the license agreement) in the United States and/or Canada, Producer shall convert the production to Category I. If so converted, the production shall be deemed to be a Category I production for all purposes including the

obligation to pay all Performers an additional 50% of the Performers' initial compensation. All payments shall be made prior to the Category I exhibition.

4. Scripts and Music

Whenever possible, Performers shall receive their scripts and sheet music or the original recording of the song not later than twenty-four (24) hours before their work calls, but in no event shall Performers receive their scripts later than commencement of their work call.

Producer may require a SAG-AFTRA approved non-disclosure agreement prior to any materials being sent to the Performer(s).

5. Vocal Stress

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.

Sessions that predominantly contain vocally stressful work will be no longer than two (2) hours.

6. Digital Voice Manipulations and Reproductions

Performer's compensation shall only cover the use of the original voice assets or recordings as recorded. Use in any manner that would allow a Producer or any related company or person to manipulate or otherwise modify the original words spoken is strictly prohibited.

Producer may not create digital reproductions of any Performer in connection with the Project. Producer may not use any digital reproduction of any individual, living or deceased, as a character or in place of Performers in the Project without SAG-AFTRA's consent. The foregoing restriction includes any voice reproductions.

7. Personal/Home Studio

Upon termination of the COVID-19 Return to Work Agreement, Producer shall separately negotiate with a Performer to utilize the Performer's personal home studio for the scheduled session and reach an agreement regarding such use. However, if such home recording is scheduled to accommodate a request by the Performer, separate negotiation shall not be required.

8. Producer as Contractor

Should the Producer make a sound track for any motion picture as a contractor and not as the owner of such motion picture, then the Producer shall obtain from the owner a written agreement, to the benefit of SAG-AFTRA and the Performers in the form annexed hereto as Appendix A, which shall be binding upon said owner, its successors, licensees and assignees whereby such owner assumes the obligation set forth in Section 3 above. Delivery of such agreement to SAG-AFTRA shall relieve the Producer of its obligations under Section 3 above.

9. Billing/Credits

When the Producer receives an on-screen credit, the Performers will be given credit whenever possible (which may include on a dub card). If the Producer receives an on-screen credit and

the Performers do not, the Producer will explain the reasons to SAG-AFTRA.

10. Basic Agreement Applicable

Other than as expressly modified herein, all provisions of the current Basic Agreement are to remain in full force and effect and shall be binding upon the parties for the full term of this Agreement.

11. Union Security

Section 2 of the Basic Agreement providing for Union Security is by this reference incorporated herein and made part hereof. In order to facilitate compliance with such Union Security provisions, the Producer agrees that before finally engaging Performers for the purpose of dubbing English language sound track hereunder, the Producer will furnish SAG-AFTRA with the names of the Performers in prospect for such purpose so that the relevant facts may be ascertained. The Producer further agrees to utilize the facilities of Cast Clearance established by SAG-AFTRA in order to ascertain the eligibility status of Performers. Liquidated damages in the amount of \$800 for each violation of union security shall be payable by the Producer to SAG-AFTRA, it being agreed that the actual damages suffered by SAG-AFTRA for such breach would be incapable of ascertainment.

12. Arbitration

Any and all disputes between SAG-AFTRA and the Producer, or between the Producer and the individual Performer, arising out of or relating to the interpretation or application of this Agreement, or of any individual contract between the Producer and Performer, including any dispute as to whether a Producer became a party to this Agreement and any dispute as to whether a Producer entered into an individual contract of employment with any Performer shall be submitted to arbitration before a single arbitrator under the rules then prevailing of the Voluntary Labor Arbitration Tribunal of the American Arbitration Association, it being the agreement of the parties that the award duly made as the result of such arbitration shall be final and binding and that judgment may be entered thereon in any court having jurisdiction. The costs of any such arbitration, except counsel and witness fees, shall be borne equally by the parties. To the extent that the Basic Agreement contains any provision with respect to arbitration different from or contrary to anything contained in this Section 7, then any such provision is to be deemed of no further force and effect, it being the intent of the parties that the provisions of this Section are controlling.

13. Term of Agreement, Termination Procedure

This Agreement shall continue until terminated by either party on at least sixty (60) days prior written notice to the other party.

14. Pension and Health

- a. The Producer is hereby made a party to and is bound by the provision of the SAG-AFTRA Health Plan and SAG-Producers Pension Plan, hereinafter referred to as the "Pension and Health Plans". Each Producer shall contribute to the said Pension and Health Plans and to the Screen Actors Guild-Producers Industry Advancement and Cooperative Fund at the same percentages provided under the Basic Agreement.
- b. The Producer agrees to execute such further instruments from time to time as the Trustees of either of said Pension and Health Plans may find necessary or desirable to effectuate the purposes of the Pension and Health Plans or the Producer's obligations

with respect to them

15. New Methods

It is understood and agreed that the wage rates and the other terms and provisions contained in this Agreement are intended to apply only to the dubbing of English language sound track by the use of presently existing methods, devices and techniques. Should the use of new or different methods, devices or techniques be introduced, then the wages and other terms and conditions contained in the Agreement shall be subject to negotiation in so far as they apply to such new or different use and, until a mutually satisfactory agreement is reached, Performers are not to be required to dub sound track by any such new or different methods, devices or techniques but this Agreement shall nevertheless continue in full force and effect with respect to such dubbing as presently carried on.

16. Late Payment

- a. Payment of the session fee for services rendered shall be made not later than 15 working days after the day or days of employment.
- b. In the event the Producer fails to make any payment when the same is due in accordance with the provisions of this Agreement, the following cumulative liquidated damage payment shall be due and payable to the Performer for each day, beginning with the day following the date of default:

\$3.00 per day

up to a maximum damage payment of \$75 (25); provided, however, that Saturdays, Sundays and legal holidays which the Producer observes shall not be included, and further provided that the damage shall not be invoked or payable when the Performer is at fault for failure to complete a tendered W-4 form or when the Performer, having been furnished an engagement contract on or before the day of employment, fails to return the signed contract promptly, or where there is a bona fide dispute as to compensation. The Producer must pay any undisputed amount on time.

Upon receipt by Producer of a written notice by SAG-AFTRA that Producer is still delinquent, Producer shall have five (5) business days to issue the payment, including the late payment charges.

In the event payment is not made within said five (5) day period of the entire amount due, further late payment charges in the amount of \$3.00 per day retroactive to the date of receipt of notice of non-payment shall be due and shall continue to accrue, without limitation, until the delinquent payment, together with late payment charges, is fully paid.

- c. In the event SAG-AFTRA is compelled to enforce any payment due from the Producer either to a Performer or SAG-AFTRA, including the penalties, herein above provided for, through a lawsuit, then provided SAG-AFTRA is sustained in such action, the Producer shall be liable for all the expenses incurred by SAG-AFTRA in prosecuting such lawsuit or in obtaining judicial confirmation of an arbitrator's award including a reasonable counsel fee and the fee of the arbitrator, if any, and SAG-AFTRA may obtain a judgment for such expenses.

17. Standard Form Contract

A standard employment contract in the form of Appendix B hereto shall be used for all

engagements hereunder and shall be given to the Performer a reasonable time prior to performance. Upon request of SAG-AFTRA, Producer will file copies thereof with SAG-AFTRA.

The Agreement reflects the complete understanding reached between the parties in connection with the subject matter addressed and supersedes any prior 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.

In witness hereof, the parties have executed this Agreement.

Producer's Signature

SAG-AFTRA

Authorized Signer Name

Date

Address

City, State, Zip Code

Phone

Email

Date

SAMPLE



**SAG-AFTRA DUBBING AGREEMENT -
DISTRIBUTORS ASSUMPTION AGREEMENT**

Reference is hereby made to a certain agreement executed between _____ (hereinafter referred to as "Producer") and the undersigned (hereinafter referred to as "Distributor"), Distributor agrees that the Producer has produced an English-language dubbing sound track for the motion picture entitled " _____ " (hereinafter referred to as the "motion picture") subject to the 2021 SAG-AFTRA Dubbing Agreement ("Dubbing Agreement").

The Distributor hereby agrees, expressly for the benefit of Screen Actors Guild - American Federation of Television and Radio Artists (hereinafter referred to as "SAG-AFTRA"), as representative of the performers whose services are included in the motion picture, when the motion picture is distributed, exhibited or exploited (as applicable), to make the additional compensation payments required hereby, if any, and the pension and health contributions required thereby, if any, pursuant to the terms of the Dubbing Agreement (hereinafter referred to as "Residuals"). Distributor, for and on behalf of the Producer, shall make all Social Security, withholding, unemployment insurance and disability insurance payments required by law with respect to the additional compensation referred to in the preceding sentence.

It is expressly understood that the right of Distributor to license the motion picture for exhibition, distribution, or exploitation (as applicable), or to cause or permit the motion picture to be exhibited, distributed, or exploited (as applicable), shall be subject to and conditioned upon the prompt payment of Residuals. It is agreed that SAG-AFTRA, in addition to all other remedies, shall be entitled to injunctive relief against Distributor in the event such payments are not made.

In the event of any sale, assignment, or transfer of any or all of Distributor's distribution, exploitation, or exhibition rights in the motion picture, Distributor shall remain liable for the Residuals relating to those rights unless Distributor obtains a separate, executed Distributor's Assumption Agreement in this form from each such purchaser, assignee, or transferee (collectively, each "transferee"). Distributor agrees to obtain from each transferee a separate written agreement in this form.

Distributor and SAG-AFTRA hereby agree that all disputes based upon, arising out of or relating to this Assumption Agreement, other than SAG-AFTRA's entitlement to injunctive or other equitable relief, shall be submitted to final and binding arbitration in accordance with the arbitration provisions contained in the Dubbing Agreement.

This Agreement shall inure to the benefit of SAG-AFTRA and every Performer employed in the making of the dubbed version of the motion picture, and shall be binding upon the undersigned, its successors and assigns and every who may, by any means, acquire the right to exhibit the motion picture.

Accepted and Agreed By:

Authorized Signer

Print Name and Title

Company Name

Date

Address

Phone

Email

APPENDIX "B"



DUBBING AGREEMENT
STANDARD EMPLOYMENT CONTRACT

PARTIES:

"PRODUCER"	"PERFORMER"
Name of Company: _____	Name: _____
Contact Person: _____	Loanout f/s/o Performer (if applicable): _____
Address: _____	Social Security #: _____
Phone: _____	FED ID # (if applicable): _____
Contact's Email: _____	SAG-AFTRA Member ID #: _____
Motion Picture Owner (Distributor): _____ _____	Check here if the below is agent contact info: <input type="checkbox"/>
	Address (for all notices and payment): _____
	Attn: _____
	Phone: _____ Email: _____

DEAL TERMS:

Program Title (and Working Title, if applicable): _____

Performer's Role(s): _____

Date of Employment: _____ Place of Engagement: _____

Category of Production and Employment: Category I Category II

Performer

Singer:

Solo/Duo

Groups 3 - 8

Groups 9+

Contractor Groups 3 - 8

Contractor Group 9+

Sweetening (with or without overdubbing): +100% additional

Overdubbing only: +25% additional

Performer's Salary: \$ _____ / per hour or \$ _____ / Singer session

Guaranteed length of session: _____ hours

Weekend Premium

Holiday Premium

Negotiated Home Studio Fee (if applicable): \$ _____

This employment is subject to and the parties hereto are bound by all the terms and conditions in the current SAG-AFTRA Dubbing Agreement. The Performer warrants, represents, and agrees that to the extent that the Performer may be lawfully required, the Performer is and shall be a member in good standing of SAG-AFTRA and will remain so for the duration of this employment.

The Producer hereby represents and warrants that the owner or licensee of the above named motion picture has signed an agreement assuming and guaranteeing performance of all obligations of Producer to Performer hereunder, and agreeing to be bound by all the terms, covenants and conditions of the Agreements described in Paragraph 8 above, including without limitation, the provision relating to the arbitration of disputes, and that such assumption signed by owner or licensee has been filed with SAG-AFTRA.

All disputes and controversies, of every kind and nature, arising out of or in connection with this contract shall be subject to arbitration as provided in the current SAG-AFTRA Dubbing Agreement.

Performer's Signature

Producer's Signature

Performer's Name

Producer's Name