



SAG-AFTRA

**SCREEN ACTORS GUILD-AMERICAN FEDERATION OF
TELEVISION AND RADIO ARTISTS SPANISH
LANGUAGE MODIFICATION (DUBBING) AGREEMENT**

This Agreement (hereinafter "Agreement") is made by and between the Screen Actors Guild-American Federation of Television and Radio Artists (herein referred to as the "SAG-AFTRA") and _____ (the "Producer") who is engaged in the production of dubbed sound tracks for 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 (hereinafter 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 for the purpose of dubbing sound track into the Spanish language to be used in connection with motion pictures initially produced in a language other than Spanish 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 (hereinafter "Performer(s)") for the purpose of dubbing Spanish language sound track to be used in connection with motion pictures initially produced in a language other than Spanish. It is understood that "dubbing" as used in this Agreement refers to the recording of dialogue in Spanish to substitute for dialogue in another language. The dubbing Performer must work "to picture", synchronizing the on and off-camera dialogue of the Spanish language script provided by the Producer. "Looping" is not covered hereunder except, however, in circumstances where a star Performer loops his/her own performance in association with dubbing Performers. Otherwise, looping and ADR work are covered by the Basic Agreement.

b. TV Cartoons or Animated TV Motion pictures

This Agreement shall apply to the Spanish language dubbing for an animated motion picture provided that the work is performed "to picture" and a release quality sound track in a language other than Spanish 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 by the Basic Agreement if the motion picture is for theatrical exhibition.

2. Compensation

A Performer may be employed for the purpose of dubbing sound track on an hourly basis, subject to a minimum guarantee of three (3) hours. Such Performer must be engaged in any of one of the categories specified below. The Performer must be notified of the category at the time of booking. The Performer may perform multiple roles for the rates listed below.

a. Performer

The Performer shall be compensated at the rate of \$20.64 per hour for each of the first eight hours on any day with a minimum guarantee of three (3) hours. Overtime shall be paid based upon the minimum or individually negotiated hourly rate applicable to the third through eighth hour. The ninth and tenth hours shall be paid at time-and-one-half (\$30.96 based on the applicable minimum); all hours in excess of ten hours shall be paid at double-time (\$41.28 based on applicable minimum). Any part of an hour shall be deemed a full hour for the purposes of calculating compensation.

b. Singers

Each singer, whether solo, duo or group shall be compensated at the rate of \$20.64 per hour for each of the first eight hours on any day with a minimum guarantee of three (3) hours. Overtime shall be paid based upon the minimum or individually negotiated hourly rate applicable to the third through eighth hour. The ninth and tenth hours shall be paid at time-and-one-half (\$30.96 based on the applicable minimum); all hours in excess of ten hours shall be paid at double-time (\$41.28 based on applicable minimum). Any part of an hour shall be deemed a full hour for the purposes of calculating compensation.

c. Weekend or Holiday Work

A Performer employed hereunder shall be paid at time-and-one-half (\$30.96 based on the applicable minimum) if such work is performed on a Saturday, or at double-time (\$41.28 based on the applicable minimum) if such work is performed on a Sunday or a holiday designated in the current Basic Agreement. The minimum guarantee shall be three (3) hours. 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 (\$20.64, the applicable minimum.)

d. Crediting Prohibited

Whenever a Performer receives overscale, overtime or other adjustments to the basic 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 is permitted against any payment required by this Agreement.

3. Exhibition Rights

By payment of the rates listed in Section 2 above, the Producer obtains all rights, in perpetuity, to exhibit and distribute the dubbed motion picture in any medium.

4. 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.

5. 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 Spanish 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 Station 12 established by

SAG-AFTRA in order to ascertain the eligibility status of Performers. Liquidated damages in the amount of \$250.00 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.

6. 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 the Performer, including any dispute as to whether the Producer became a party to this Agreement and any dispute as to whether the 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 6, then any such provision is to be deemed of no further force and effect, it being the intent of the parties that Agreement is hereby modified accordingly.

7. Term of Agreement, Termination Procedure

- a. This Agreement shall commence on _____, and shall remain in full force and effect until termination by either party in the manner provided for in subsection b. except as to any rights which may have accrued to or become invested in SAG-AFTRA or in any Performer with respect to any motion picture during the term.
- b. Either party, on thirty (30) days prior written notice to the other, may open for negotiation the wage rates and the other terms and conditions of this Agreement, and should such negotiation fail to produce a mutually satisfactory agreement within sixty (60) days after the giving of such notice, then either party may, at any time thereafter on sixty (60) days prior written notice to the other of its intent to do so, terminate this Agreement for all purposes.

8. Pension and Health

- a. The Producer is hereby made a party to and is bound by the provision of the "Screen Actors Guild-Producers Pension Plan and Health Plan," hereinafter referred to as the "Pension and Health Plans." Producer shall contribute to the said Pension and Health Plans and to the Industry Advancement and Cooperative Fund a total amount equal to 13.15% of all gross compensation as and when paid by the Producer to all Performers for services covered by and subject to the terms of the Agreement applicable to the Pension and Health Plans, which terms are hereby incorporated herein by reference.
- b. The Producer agrees to execute such further instruments from time to time as the Trustees of the Pension and Health Plans may find necessary or desirable to effectuate the purposes of the Pension and Health Plans of the Producer's obligations with respect to them.

9. 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 Spanish language soundtrack 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.

10. Late Payment

- a. Session payment shall be due by the end of the payroll week following each week during which services are rendered.
- 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 days); 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 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.

- 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 a 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.

11. 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.

In witness hereof, the parties have executed this Agreement.

ACCEPTED AND AGREED:

By: _____
(Producer Signature)

By: _____
SAG-AFTRA

(Producer – Print Name)

Date: _____

(Address)

Date: _____

STANDARD EMPLOYMENT CONTRACT
SPANISH LANGUAGE DUBBING MODIFICATION AGREEMENT

Between _____ and _____
 Producer Performer

Date of Employment _____ Place of Engagement _____

Motion Picture Owner (Distributor) _____

Working Title _____ Release Title _____

1. Time Report:

Date(s) Worked	From	Hours Worked		Overtime
			To	

2. Salary \$ _____ per hour

3. Category of Employment:

Performer or Singer: Minimum: \$20.64 per hour for the first 8 hours in a day (3 hour minimum call);
 \$30.96 per hour for the 9th and 10th hours;
 \$41.28 per hour for the 10th and all additional hours

4. This employment is subject to and the parties hereto are bound by all the terms and conditions contained in the current SAG-AFTRA Spanish Language Dubbing Modification Agreement as the same has been or may hereafter be extended, supplemented or amended. 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.

5. 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 SAG-AFTRA Spanish Language Dubbing Modification Agreement.

 Producer

 Performer's Signature

By _____

 Producer's Signature

 Performer's Social Security Number