

**MEMORANDUM OF AGREEMENT FOR THE 2017-2020  
SCREEN ACTORS GUILD–AMERICAN FEDERATION OF TELEVISION  
AND RADIO ARTISTS INTERACTIVE MEDIA AGREEMENT**

This Memorandum of Agreement is entered into between the Screen Actors Guild–American Federation of Television and Radio Artists (hereinafter referred to as “SAG–AFTRA” or “the Union”), on the one hand, and companies listed on Schedule A (hereinafter, collectively, referred to as the “Employer”), on the other hand.

The provisions of this Memorandum of Agreement represent modifications to the 2011-2014 AFTRA Interactive Media Agreement (“2011-2014 AFTRA IMA”) which shall be incorporated in the 2017-2020 SAG-AFTRA Interactive Media Agreement (“2017-2020 SAG-AFTRA IMA”). Except as modified herein, the terms of the 2011-2014 AFTRA IMA as incorporated in the 2017-2020 SAG-AFTRA IMA shall remain the same.

The terms and conditions set forth in this Memorandum of Agreement shall be effective as of November 8, 2017 (except when another effective date is specified).

**1. Term**

The term of the 2017-2020 SAG-AFTRA IMA shall be for three (3) years, commencing on November 8, 2017 and terminating on November 7, 2020.

**2. Single Interactive Media Agreement**

The parties will codify a new single 2017-2020 SAG-AFTRA IMA. For the avoidance of doubt, the parties confirm the following:

- a. Except as provided in Section 2(b), the 2017-2020 SAG-AFTRA IMA shall be the successor agreement to and shall supersede any and all earlier SAG, AFTRA and/or SAG-AFTRA Interactive Media Agreements, whether promulgated or negotiated and whether or not executed by the parties.
- b. The 2017-2020 SAG-AFTRA IMA shall exclude:
  - i. The contracts entered into by SAG-AFTRA with videogame producers during the pendency of the strike. Accordingly, those contracts shall not be otherwise affected by this Agreement; and
  - ii. SAG, AFTRA and SAG-AFTRA Low Budget Interactive Media Agreements.
- c. The 2011-2014 AFTRA IMA, now known as the 2017-2020 SAG-AFTRA IMA, shall be the starting point for the rates and contract language.
- d. All agreements and practices shall follow those arising out of and related to the

legacy AFTRA IMA and not any legacy SAG IMAs or other agreements promulgated by or negotiated with SAG or SAG-AFTRA prior to the negotiation of this 2017-2020 SAG-AFTRA IMA.

### **3. Minimums**

All wage rates set forth in Article I, Section 19 “*Compensation*”, as it applies to minimum scale, of the 2011-2014 AFTRA IMA shall increase by three percent (3%) effective on Sunday, November 12, 2017 (i.e., the first Sunday after SAG-AFTRA’s notice of ratification received by the Employer on November 8, 2017); by an additional three percent (3%) effective on the first Sunday after the first anniversary of the ratification (i.e., November 11, 2018); and by an additional three percent (3%) effective on the first Sunday after the second anniversary of the ratification (i.e., November 10, 2019). These increases shall be compounded. Notwithstanding the foregoing, Article I, Section 19.C “Additional Compensation” shall not be subject to general wage increases.

### **4. Health and Retirement Funds**

Amend Article I, Section 34 heading to read as follows:

“SAG-AFTRA HEALTH PLAN AND AFTRA RETIREMENT FUND”

Amend Article I, Section 34 to read as follows:

- “A. With respect to services performed under this Agreement (including all services such as rehearsal performed in connection therewith but not including Liquidated Damages imposed on Employer), the Employer shall pay to the SAG-AFTRA Health Plan (the “Health Plan”) and the AFTRA Retirement Fund (collectively, the “H&R Funds”) a sum equal to sixteen percent (16%) of the gross compensation due each Performer for such services without any deductions whatsoever, whether pursuant to oral or written contracts, including talent agent’s commission, if any, allocated as follows: 7.92% to the Health Plan and 8.08% to the AFTRA Retirement Fund.

On an employer-by-employer basis, contributions will be made only to the Health Plan and the AFTRA Retirement Fund, provided that such agreement does not trigger withdrawal liability due to withdrawal from the SAG Pension Plan for that particular Employer<sup>1</sup>. As it is the intent of the parties that such shifting of contributions should not impose any withdrawal liability on any Employer, then if any Employer would be subject to withdrawal liability as a result of contributions being directed under this provision, the parties will make arrangements so that such Employer will not trigger withdrawal liability from the SAG Pension Plan,

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<sup>1</sup> SAG-AFTRA will work with Employer to seek the SAG Pension Plan’s cooperation with any inquiry from Employer regarding potential withdrawal liability and will help facilitate resolution.

or if no such arrangement is possible, then the Employer will continue to make contributions to the SAG Pension Plan.

No Employer shall be obligated to make contributions to the H&R Funds on behalf of any individual performer on gross compensation in excess of \$125,000 for covered services paid by that Employer per game franchise in a calendar year.”

## 5. Employer and Performer & Guild Duties

- a. Rename Article I, Section 9 from “*Employer Duties*” to “*Employer and Performer Duties*”.
- b. Add a new Article I, Subsection 9.A. entitled “*Employer’s Duties*” and re-number existing subparagraphs A through E of Section 9 as Section 9.A.i through v.
- c. Add a new Article I, Subsection 9.B. to Section 9 entitled “*Performer’s and Guild’s Duties*” and add the following subsections (9.B.1 and 9.B.2) to read as follows:

9.B.1. Once an engagement is accepted, the Performer shall appear at that session, on time, ready, willing and able to perform;

9.B.2. Performers shall only submit (or authorize for submission on their behalf) audition tapes that represent their own work and abilities without enhancement, unless expressly so requested by the casting executive in writing.

- d. Revise Article I, Section 9.A.iv (formerly 9.D of the 2011-2014 AFTRA IMA) to read as follows:

“Employer shall notify the SAG-AFTRA office no later than the time of hiring or forty-eight (48) hours in advance of the initial sessions, whichever is later, of the names of Performers to be used in the production of Material for Interactive Media, except where the circumstances do not allow sufficient time to give such notice. **SAG-AFTRA will respond within one-business day. Failure to respond within the time provided above shall be deemed to grant clearance for the engagement of that Performer for that Program. (Once SAG-AFTRA and the Employer have mutually agreed upon an electronic system for submission of cast clearance, the above 24-hour response deadline shall only apply if the Employer utilizes the mutually agreed upon electronic system. The Employer will bargain in good faith over the implementation of the electronic system.)** It shall be the duty of the Employer (to the extent Employer has not received response from SAG-AFTRA for specific Performer(s)) to ascertain if each Performer is a member of SAG-AFTRA in good standing by examining the SAG-AFTRA membership card of each member of the cast at the first session and to notify the local SAG-AFTRA office of the name of any person failing to present a valid paid-up membership card. Such notice shall be given to SAG-AFTRA immediately following the

first sessions, or if the SAG-AFTRA office is closed at that time, such notice shall be given to the SAG-AFTRA office as soon as possible on the following working day.”

## **6. Limited Integration**

Add a new subsection Article I, 19.C.2, Section 19 “*Compensation*” to read as follows:

Employer may elect to utilize a Limited Integration of a Principal Performer’s work in any Interactive Program of a particular franchise (i.e., if Limited Integration is paid, the material may be used in any or all Programs of a franchise). In the event the Employer elects such a Limited Integration, for each 300 lines bought out, the Limited Integration payment shall be the then current applicable scale rate.

By example only, if the Employer elects to buyout 600 lines for Limited Integration, then the amount of the Limited Integration payment would be twice the above amount. Any such Limited Integration payments may be applied to any subsequent Integration buyout under Article I, Section 19.C.1.B. *Integration*.

## **7. Transparency**

Revise Article II, Section 8.A. “*Prompting Devices; Description of Role; Scripts*” to read as follows:

“A full and forthright description of the role to be played must be given at the time of booking. **To the extent known at the time of the booking**, such description should include:

- 1. Code name of the Program;**
- 2. Whether the Program is based upon a previously published intellectual property, including any film, television program, novel, play, videogame, or other work;**
- 3. Whether the Performer is being asked to reprise a role from a prior game;**
- 4. Description of genre (as one or more of):**
  - a) fighting/shooter;**
  - b) role playing game;**
  - c) simulation/racing/sports; or**
  - d) puzzle/casual/kids & family/strategy**
- 5. Whether use of profanity, content of a sexual or violent nature, or racial slurs are required;**
- 6. Whether stunts will be required;**
7. Length of Performer’s role;
8. Use of unusual terminology;
9. Whether memorization is required; and
10. whether cue cards or other prompting devices will be used.

**This information may be provided verbally to the Performer or agent and made subject to a non-disclosure agreement.**

**8. Vocal Stress**

- a. The parties have agreed to more proactive cooperation in the establishment of “best practices” to protect Performer voices. The parties have discussed how to communicate to directors those practices and how to impress upon the Performers their ability to voice concerns both prior to and during recording sessions.
- b. Savings Clause: In the event of a ruling from a governmental body, including but not limited to Cal-OSHA, the parties agree to reopen the 2017-2020 SAG-AFTRA IMA to only address working conditions impacted by such a ruling.

**9. Cooperative Committee Referral**

The issue regarding the requirement for qualified individuals being present on set for the planning and setting up of stunt performances shall be referred to the Industry Cooperative Committee.

**10. Atmospheric Voices**

Add the following definition set forth in Article I, Section 19.F.2 *Atmospheric Voices* to Article I, Section 3 *Definition*, for cross reference purposes only and renumber the other definitions:

“Atmospheric Voices”: The term “Atmospheric Voices” shall be defined as voices for characters that (1) do not have more than 300 scripted words and (2) do not advance the principal storyline.

**11. Additional Compensation**

Amend Article I, Section 19 to add the following new subsection and renumber existing subsections:

The Employers will pay each Principal Performer who works on and whose work is included in a covered Interactive Program based upon the following schedule of recording sessions worked on an Interactive Program:

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<i>Number of Principal Performer Recording Sessions Worked by Performer on an Interactive Program on or after November 8, 2017</i>	<i>Incremental Additional Compensation Amount for Performer</i>	<i>Aggregate Additional Compensation Payment for Performer</i>
<i>1 Sessions</i>	<i>\$75.00</i>	<i>\$75.00</i>
<i>2 Sessions</i>	<i>\$125.00</i>	<i>\$200.00</i>
<i>3 Sessions</i>	<i>\$175.00</i>	<i>\$375.00</i>
<i>4 Sessions</i>	<i>\$175.00</i>	<i>\$550.00</i>
<i>5 Sessions</i>	<i>\$225.00</i>	<i>\$775.00</i>
<i>6 Sessions</i>	<i>\$225.00</i>	<i>\$1000.00</i>
<i>7 Sessions</i>	<i>\$275.00</i>	<i>\$1275.00</i>
<i>8 Sessions</i>	<i>\$275.00</i>	<i>\$1550.00</i>
<i>9 Sessions</i>	<i>\$275.00</i>	<i>\$1825.00</i>
<i>10 Sessions</i>	<i>\$275.00</i>	<i>\$2100.00</i>
<i>11 Sessions or more</i>	<i>\$0.00</i>	<i>\$2100.00</i>

- i. Additional Compensation shall be paid no later than the release date of the Interactive Program.
- ii. Overscale compensation may be credited against Additional Compensation payments.
- iii. Additional Compensation payments are subject to benefit contributions up to the ceiling.
- iv. Additional Compensation payments are excluded from Total Applicable Base Compensation.
- v. Interactive Programs comprised of 10 or fewer sessions by all Principal Performers in the aggregate shall not be subject to the foregoing Additional Compensation.

## **12. Strike Settlement Terms**

In settlement of disputes arising out of the strike which occurred from October 21, 2016 to September 25, 2017 and in relation to the fact that SAG-AFTRA and the Employer concluded negotiations for the 2017-2020 SAG-AFTRA IMA, the parties agree as follows:

- a. The parties agree to waive grievances, claims, contract damages and unfair labor practices with respect to struck Interactive Programs and confirm that replacements/crossovers were working outside the scope of the collective bargaining agreement.
- b. Performers used on struck Interactive Programs are acknowledged as Professional Performers.

**ACKNOWLEDGED AND AGREED:**

**ON BEHALF OF THE COMPANIES LISTED ON SCHEDULE A**

By: DocuSigned by:  
Edward Lieber  
C4498F6CFBE046E...  
Edward Lieber, Counsel

Print Name and Title

Date: May 11, 2020

**SAG-AFTRA**

By: DocuSigned by:  
Ray Rodriguez  
3913F9E57DE5498...  
Ray Rodriguez Chief Contracts Officer

Print Name and Title

Date: May 8, 2020

## **SCHEDULE A**

Activision Productions, Inc.

Blindlight, LLC

Disney Character Voices, Inc.

Electronic Arts Productions Inc.

Formosa Interactive, LLC

Insomniac Games, Inc.

Take 2 Productions, Inc.

VoiceWorks Productions, Inc.

WB Games Inc.