



SAG·AFTRA.

**TV/THEATRICAL
CONTRACTS
2023**

MEMORANDUM OF AGREEMENT

DRAFT ONLY / NOT FINAL

This draft memorandum is a document in progress and is subject to final language agreement. The draft is not final until executed by both parties.

November 10, 2023

**2023 MEMORANDUM OF AGREEMENT BETWEEN
THE SCREEN ACTORS GUILD-AMERICAN FEDERATION
OF TELEVISION AND RADIO ARTISTS AND
THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

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 the Alliance of Motion Picture and Television Producers (hereinafter “the Alliance” or “the AMPTP”), on behalf of the Producers listed on Attachments A-1 and A-2 hereto (each hereinafter respectively referred to as “the Producer” and collectively referred to as “the Producers”), on the other hand.

The provisions of this Memorandum of Agreement represent modifications to the current agreements between the parties, *i.e.*, the Producer-SAG-AFTRA Codified Basic Agreement of 2014 and the 2014 SAG-AFTRA Television Agreement, as amended by the 2017 Memorandum of Agreement between the Screen Actors Guild–American Federation of Television and Radio Artists and the Alliance of Motion Picture and Television Producers, the 2020 Memorandum of Agreement between the Screen Actors Guild–American Federation of Television and Radio Artists and the Alliance of Motion Picture and Television Producers and the 2022 Memorandum of Agreement between the Screen Actors Guild–American Federation of Television and Radio Artists and the Alliance of Motion Picture and Television Producers Regarding Exclusivity (hereinafter referred to as the “SAG-AFTRA Codified Basic Agreement of 2020” and the “2020 SAG-AFTRA Television Agreement” for convenience and collectively, the “Agreements”). Except as modified herein, the terms of the current agreements between the parties shall remain the same, subject to conforming changes. The appropriate provisions herein shall be incorporated in the Producer–SAG-AFTRA Codified Basic Agreement of 2023 and the 2023 SAG-AFTRA Television Agreement. Wherever reference in this Memorandum of Agreement is made to “Schedules,” such reference shall mean the Schedules appended to the Codified Basic Agreement.

This Memorandum of Agreement is contingent on the ratification of the parties’ agreement by the SAG-AFTRA membership within a reasonable time hereafter, without any work stoppage or job action by the members of SAG-AFTRA between November 9, 2023 and the date of ratification. SAG-AFTRA shall provide notice to the AMPTP of the results of the ratification vote within twenty-four (24) hours after the completion of the vote. Should the SAG-AFTRA membership fail to so ratify the parties’ agreement, this Memorandum of Agreement shall not take effect, and the minimum rates shall be considered to be those applicable under the 2020 Agreements for the period July 1, 2022 through June 30, 2023.

Except when another effective date is specified, the terms and conditions set forth in this Memorandum of Agreement shall be effective as of the first Sunday following the date that the AMPTP receives notice of ratification.

1. **Term**

The term of the Producer–SAG-AFTRA Codified Basic Agreement of 2023 and the 2023 SAG-AFTRA Television Agreement shall commence on November 9, 2023 and terminate on June 30, 2026.

Amend Section 36 of the General Provisions of the SAG-AFTRA Codified Basic Agreement of 2020 to read as follows:

“36. TERM AND EFFECTIVE DATE

“A. The term of this Agreement shall commence on ~~July 1, 2020~~November 9, 2023 and shall terminate on June 30, ~~2023~~2026, but continue thereafter until terminated by either party on at least sixty (60) days’ written notice.

“B. This Agreement is intended as a codification of: (1) the Producer–SAG-AFTRA Codified Basic Agreement of ~~2017~~2014; and (2) the ~~2017, 2020, and 2023 Memorandum Memoranda~~ of Agreement Between the Screen Actors Guild-American Federation of Television and Radio Artists and the Alliance of Motion Picture and Television Producers for Successor Agreements to the Producer–SAG-AFTRA Codified Basic Agreement of ~~2017~~2014 and the ~~2017~~2014 SAG-AFTRA Television Agreement; and (3) the 2022 Memorandum of Agreement Between the Screen Actors Guild-American Federation of Television and Radio Artists and the Alliance of Motion Picture and Television Producers Regarding Exclusivity. Services rendered under previous Agreements, and motion pictures subject to those respective Agreements, shall be governed by such Agreements, respectively.

“C. The effective date of this Agreement shall be ~~July 1, 2020~~November 9, 2023. Except as specifically otherwise provided, the provisions hereof relating to wage increases shall be effective on and after ~~July 1, 2020~~November 9, 2023, and shall apply to services rendered on and after such date under existing contracts of employment and contracts of employment entered into on or after said date, and to motion pictures, the principal photography of which commenced after such effective date. Except as specifically otherwise provided, the provisions hereof relating to working conditions shall be effective on and after [*the first Sunday following the date the AMPTP receives notice of ratification*] and shall apply to services rendered on and after such date under existing contracts of employment and contracts of employment entered into on or after said date,

and to motion pictures, the principal photography of which commenced after such effective date.”

Amend Section 52 of the 2020 Television Agreement to read as follows:

“52. TERM AND EFFECTIVE DATE

“The term of this Agreement shall be for a period commencing ~~July 1, 2020~~ November 9, 2023 and expiring June 30, ~~2023~~ 2026, but continue thereafter until terminated by either party on at least sixty (60) days' written notice.

“The effective date of this Agreement shall be ~~July 1, 2020~~ November 9, 2023. Except as specifically otherwise provided, the provisions hereof relating to wage increases shall be effective on and after ~~July 1, 2020~~ November 9, 2023 and shall apply to services rendered on and after such date under existing contracts of employment and contracts of employment entered into on or after said date, and to motion pictures, the principal photography of which commenced after such effective date, and the provisions hereof relating to working conditions shall be effective on and after [*the first Sunday following the date the AMPTP receives notice of ratification*] and shall apply to services rendered on and after such date under existing contracts of employment and contracts of employment entered into on or after said date, and to motion pictures, the principal photography of which commenced after such effective date.”

Make conforming changes.

2. **Minimums** (Union Proposal No. 17)

- a. Except as provided in subparagraphs b., c., d. and e. below, increase the minimum salary rates in the 2020 SAG-AFTRA Codified Basic Agreement and the 2020 SAG-AFTRA Television Agreement by seven percent (7%) effective November 9, 2023; by an additional four percent (4%) effective July 1, 2024; and by an additional three and one-half percent (3.5%) effective July 1, 2025. These increases shall be compounded.
- b. Increase the minimum daily rates under Schedule X-I and Schedule X-II by 11% effective November 9, 2023 (to be increased as described in subparagraph a. above in the second and third years of the Agreements).
- c. Increase the minimum salaries for stunt coordinators employed under a “flat deal” contract on a television motion picture by ten percent (10%) effective November 9, 2023; by an additional six and one-half percent (6.5%) effective July 1, 2024; and by an

additional five percent (5%) effective July 1, 2025. These increases shall be compounded.

- d. Freeze the network prime time rerun ceilings in Section 18(b)(1)b) of the Television Agreement.
- e. Freeze all allowances and adjustments in the SAG-AFTRA Codified Basic Agreement and Television Agreement (except as provided in Item 7 regarding the relocation allowance and Item 22 regarding the wardrobe allowance).

3. **SAG-AFTRA Health Plan and SAG Pension Plan/AFTRA Retirement Fund** (Union Proposal No. 27)

a. Contribution Ceilings (Union Proposal No. 27.A.)

Increase the contribution ceilings in Section 22(c)(1) of the Television Agreement for motion pictures commencing principal photography on or after July 1, 2024:

- i. One-half hour television motion picture or covered new media program 35 minutes or less in length: \$25,000.
- ii. One-hour television motion picture or covered new media program 36–65 minutes in length: \$35,000.

b. Target Ratio (Union Proposal No. 27.B.)

- i. The parties agree to conduct a joint study during the term of the 2023 Agreements (to be funded by the IACF) to explore mechanisms designed to obviate the need to periodically shift contributions for certain types of motion pictures from the SAG Pension Plan to the AFTRA Retirement Fund. The study should also focus on whether it is feasible to have pension contributions for all performers employed under the Television Agreement made to the SAG Pension Plan, while ensuring that sufficient contributions are allocated to the AFTRA Retirement Fund to cover any unfunded liabilities for accrued benefits based upon work under the SAG-AFTRA Television Agreement and that no Producer shall incur withdrawal liability in the AFTRA Retirement Fund as a result of any changes made to achieve the above-stated objectives.
- ii. Suspend application of the Target Ratio during the term of the 2023 Agreements and maintain the current allocation of contributions as between the SAG Pension Plan and

the AFTRA Retirement Fund as reflected in Section 22(a)(1)-(2) of the Television Agreement (and make conforming changes).

4. **Start Date and Soft Work Window** (Union Proposal No. 9; Producers' Proposal No. 6)

Modify Section 73 of the Television Agreement as follows:

“73. PERFORMER’S START DATE

“The following applies to contracts entered into on or after [insert date that is the first Sunday thirty (30) days after the AMPTP receives notice of ratification]. Section 73 of the 2020 Television Agreement applies to contracts entered into prior to that date.

“(a) In the event a performer is engaged in accordance with Section 71 hereof, but a start date has not yet been provided to the performer by the Producer, performer may terminate such engagement in order to accept conflicting *bona fide* employment by a third party, subject, however, to the performer first giving Producer a minimum twenty-four (24) hour period (excluding Saturdays, Sundays and holidays) the following minimum period during which Producer may specify a start date which then becomes binding, which conflicts with the proffered third party employment:

“(a) if a performer informs Producer before noon of a business day, by the end of the same day; or

“(b) if performer informs Producer at any other time, by noon of the next business day.

“(b) In the event a performer is engaged in accordance with Section 71 hereof for a guest appearance in a continuing role, the Producer shall, at the time of engagement, provide the performer with a ‘soft work window’ for any episode for which it has not given the performer a firm start date, which shall reflect the Producer’s reasonable determination, based on the available information at that time, of the dates on which the performer’s services will be required, but not to exceed the guaranteed period of employment in the performer’s contract (based on business days), plus five (5) business days on both ends of the guaranteed period of employment (the ‘soft work window’). When the Producer elects to provide a ‘soft work window,’ the following applies in lieu of subparagraph (a) above:

“If the performer obtains a *bona fide* offer of employment by a third party that would conflict with the soft work window(s), the performer shall promptly notify the Producer, and the Producer shall use reasonable efforts to either guarantee a start date or modify the soft work window(s) so as to not interfere with the performer’s *bona fide* offer of

employment within twenty-four (24) hours (excluding Saturdays, Sundays and holidays) from receipt of the performer's notice. The performer will also cooperate with the Producer to keep the Producer apprised of any employment with a third party that will occur during the period beginning with the first day of the earliest soft work window and ending with the last day of the latest soft work window. In the event a performer is unable to complete work on an episode due to conflicting employment with a third party outside the soft work window(s) and is required to return at a later time to finish the episode, the Producer shall not be obligated to pay for any intervening days.

"It is understood that the Producer may change the soft work window(s) more than once (e.g., in response to a notice from the performer of a bona fide offer of employment by a third party or because the Producer has revised its reasonable determination of the dates on which the performer's services will be required) without any payment obligation, provided that any change is subject to the performer's professional availability at the time the change is made. In the event the Producer has changed the performer's soft work window(s) in response to the performer's notice of a conflicting bona fide offer of employment from a third party or is unable to change the soft work window(s) to a period that does not conflict with the performer's professional availability and the performer is unable to fulfill the engagement with the Producer, the Producer shall have no obligation to pay the performer for the unfulfilled engagement."

Make conforming changes as necessary.

5. **Major Role Performer** (Union Proposal No. 15)

Modify Section 2.(c) of the Television Agreement, and make conforming changes to Sideletter H of the Television Agreement and Sideletter 21 of the Codified Basic Agreement, as follows:

"Notwithstanding the provisions of subparagraphs (a) and (b) above, the following shall apply to 'major role' performers, as defined below, employed in an episode of a one-half hour or one-hour network prime time television series, in an episode of a one-half hour or one-hour television series produced for broadcast in prime time on The CW or in an episode of a new one-half hour or one-hour scripted, dramatic television series first produced on or after July 1, 2011 for exhibition in prime time on pay television and which is in its second or subsequent season. The following shall also apply to 'major role' performers employed on any season of a 20-35 minute or 36-65 minute High Budget SVOD series that commences principal photography on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification] or on the first season of a one-half hour or one-hour scripted dramatic television series produced for exhibition in prime time on pay television that commences principal photography on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]."

“The parties also acknowledge that their agreement on this provision was originally negotiated in the context of the existing practice on network prime time shows (at that time, “network prime time” covered prime time on ABC, CBS and NBC only), and has now been extended to prime time series on FBC and The CW as well as to certain programs produced for pay television and certain High Budget SVOD series (see first paragraph of subparagraph (c) above), and ~~was~~ is intended to apply in those contexts. As to other programs, such as programs produced for syndication (other than prime time series produced for The CW) or pay television (other than scripted dramatic television series produced for exhibition in prime time), the parties recognize that no uniform rate has heretofore been established as a ceiling on performers’ compensation. However, if during the term of this Agreement, the Union believes that such a ceiling has been established as a matter of industry-wide practice on those other programs, it shall have the right to refer the matter to the Cooperative Committee for resolution. Likewise, if during the term of the Agreement, a Producer believes that it is not appropriate to apply the ‘major role’ performer provision to a program produced for network prime time or for The CW in prime time ~~is not appropriate~~ because it is not of the type currently produced for network prime time television, it shall have the right to refer the matter to the Cooperative Committee for resolution.”

6. **Options** (Union Proposal No. 25)

Modify Section 24(c) of the Television Agreement (and modify Section 83 to apply Section 24(c)(2) to series contract performers engaged under Section 83) as follows:

“(c) Option Period Between Seasons

“(1) Except as otherwise provided in subparagraph (2) below, Options for an additional contract year with a performer employed under a series contract who is guaranteed less than \$32,000 for the television motion picture, on a series for which the principal photography of the pilot or presentation (or the first episode if no pilot or presentation is produced) commences on or after January 1, 2018 shall be subject to the following:

“(1a) The option period shall commence upon completion of principal photography of the last episode of the season of the series and shall end no later than one (1) year thereafter, unless Producer extends the option period pursuant to subsection (2) below.

“(2b) The Producer may extend the option period no more than two (2) times by a period of up to six (6) months each, by paying the performer an amount equal to the episodic fee specified in the performer’s contract for the preceding season for each

period of up to six (6) months. The foregoing payment may not be credited against future episodic fees or any other amount due to performer under this Agreement.

“A performer guaranteed \$32,000 or more per television motion picture under a series contract on a series for which the principal photography of the pilot or presentation (or the first episode if no pilot or presentation is produced) commences on or after January 1, 2018 may bargain without limitation with regard to options for additional contract year(s).

“(2) The following applies to options for an additional season with a performer employed under a series contract entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification] or a performer engaged for a guest appearance under a contract entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification] with an option for employment under a series contract in a subsequent season who is guaranteed less than the applicable threshold¹ shown below on a series for which the principal photography of the pilot or presentation (or the first episode if no pilot or presentation is produced) commences on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]:

“less than \$32,000 per episode or per week for a minor on a children’s series;

“less than \$65,000 per episode or per week on a one-half (½) hour series (other than a minor on a children’s series); or

“less than \$70,000 per episode or per week for a one (1) hour series (other than a minor on a children’s series).

“a) The option period shall begin upon commencement of principal photography of the first episode of the season of the series (excluding the pilot if the season has not yet been ordered when the pilot is produced) and shall end no later than eighteen (18) months thereafter, unless the Producer extends the option pursuant to subsection b) below.

“b) The Producer may extend the option period no more than three (3) times by a period of up to three (3) months each by paying the performer an amount equal

¹ The salary threshold for a performer engaged for a guest appearance with an option for employment under a series contract in a subsequent season(s) shall be determined by the episodic fee to be paid under the terms of the option agreement should the option for the performer’s services as a series contract performer be exercised.

to the episodic fee specified in the performer's contract for the preceding season ('Option Extension Fee')² for each period of up to three (3) months. The Option Extension Fee(s) may not be credited against future episodic fees.

"c) If the Producer has not exercised the performer's option for the additional season within twenty-seven (27) months from the commencement of principal photography of the current season, the performer's option shall lapse and Producer shall have no right to further extend the performer's option period.

"A performer guaranteed at or above the applicable salary threshold shown above in this Section 24(c)(2) may bargain without limitation with regard to options for additional season(s).

"(4) The option period (including any extensions) described in this Section 24(c) shall be extended by any period during which production is necessarily prevented, suspended or postponed due to fire, accident, strike,³ riot, act of God, or the public enemy, or by any executive or judicial order or by reason of the illness of any other member of the cast or of the director.

"(5) For purposes of this Section 24(c), a 'children's series' is a series created for an audience primarily consisting of viewers under the age of 16 and of the type traditionally produced for the Disney Channel or Nickelodeon.

"(d) Start of Work Following Exercise of Option for Subsequent Season

"The following applies after a Producer has exercised an option that is subject to the provisions of Section 24(c)(2)a – c) above:

"(1) If the Producer has not commenced the performer's services for the subsequent season within three (3) months following the end of the prior option period, as it

² With respect to a performer engaged for a guest appearance with an option to be employed under a series contract in a subsequent season(s), the Option Extension Fee shall be determined by the episodic fee to be paid under the terms of the option agreement should the option for the performer's services as a series contract performer be exercised.

³ Should the Union call a strike against any Producer, a performer's option period shall be automatically suspended during the strike period and automatically extended for a like period upon conclusion of the strike under Section 3.B. of the General Provisions of the Codified Basic Agreement.

may be extended in accordance with subparagraph (c)(2)b) above, the Producer shall pay the performer an amount equal to the episodic fee specified in the performer's contract for the current season ('Season Delay Fee'). The Season Delay Fee may not be credited against future episodic fees.

“(2) If the Producer has not commenced the performer's services for the subsequent season within an additional two (2) months following the end of the period described in subparagraph (1) above, as it may be extended in accordance with subparagraph (c)(2)b) above (i.e., five (5) months following the end of the prior option period), the performer shall have the right to terminate the employment by providing written notice to the Producer. Producer must, within five (5) business days after receipt of such written notice, either:

“a) notify the performer in writing that it will commence payment under the performer's series contract and continue thereafter to pay the performer's full compensation for the season (and such commencement of payments shall start the eighteen (18) month option period set forth in Section 24(c)(2) above for that season); or

“b) the performer's termination will become effective.

“Any payments made to the performer under subparagraph a) may constitute an advance for episode(s) of the season that are ultimately produced within eighteen (18) months from the date of the performer's written notice of termination to the Producer.

“(3) The periods described in this Section 24(d) shall be extended by any period during which production is necessarily prevented, suspended or postponed due to fire, accident, strike,⁴ riot, act of God, or the public enemy, or by any executive or judicial order or by reason of the illness of any other member of the cast or of the director.

“A performer guaranteed at or above the applicable salary threshold shown above in Section 24(c)(2) may bargain without limitation with regard to payment for delays in the start of work following exercise of an option for a subsequent season.

⁴ Should the Union call a strike against any Producer, a performer's option period shall be automatically suspended during the strike period and automatically extended for a like period upon conclusion of the strike under Section 3.B. of the General Provisions of the Codified Basic Agreement.

“(e) The Union and the Producers agree to recommend that the Trustees of the SAG-AFTRA Health Plan modify the Trust Agreement as follows:

“Producer shall make a ‘Special Payment’ directly to the SAG-AFTRA Health Plan on behalf of a performer who receives a Notice of Termination of Benefits from the SAG-AFTRA Health Plan after close of principal photography for a season of a series in which the performer is employed under a series contract entered into on or after *[insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]* at a salary in excess of the applicable salary threshold shown above in Section 24(c)(2). The amount of the Special Payment shall equal the individual annual COBRA premium established by the SAG-AFTRA Health Plan, net of the 2% premium and less the required participant premium for one (1) year of coverage. The performer must submit the Notice of Termination of Benefits to the Producer within thirty (30) days of receipt. The Special Payment shall be due to the Health Plan within thirty (30) days thereafter. The Special Payment shall only be owed on behalf of a performer who has actually enrolled in the SAG-AFTRA Health Plan and has made the required premium payments to the Plan in a manner sufficient to make the performer eligible for coverage.”

Make conforming changes as necessary, including the addition of a footnote to the last paragraph of Section 24(a) as follows:

“^[FN] See Section 24(c)(2) and (d) for rules applicable to certain performers engaged for a guest appearance with an option to be employed under a series contract in a subsequent season.”

7. **Relocation Allowance** (Union Proposal No. 32)

Modify Section 56.1 of the Television Agreement to provide as follows:

56.1 RELOCATION ALLOWANCE

“(a) A performer engaged under a series or term contract entered into on or after January 1, 2018 for a season that commences principal photography prior to *[the first Sunday that is thirty (30) days following the AMPTP’s receipt of notice or ratification]* who is away from ~~his or her~~ the performer’s residence overnight at the “Producer’s base” (as defined in Section 56(a)(3)) outside Los Angeles and its environs shall receive a relocation

allowance of not less than \$10,000 for any season during which ~~he or she~~ the performer is engaged away from ~~his or her~~ the performer's residence overnight, as follows:

“(a~~1~~) For up to a maximum of four (4) seasons if the performer is engaged on a series for which the season order consists of thirteen (13) or fewer episodes (including the pilot); or

“(b~~2~~) For up to a maximum of two (2) seasons if the performer is engaged on a series for which the season order consists of more than thirteen (13) episodes (including the pilot).

“(b) A performer engaged under a series or term contract for a season that commences principal photography on or after [the first Sunday that is thirty (30) days following the AMPTP's receipt of notice of ratification] who is away from the performer's residence overnight at the 'Producer's base' (as defined in Section 56(a)(3)) outside Los Angeles and its environs shall receive a relocation allowance of not less than \$5,000 for each month during which the performer is engaged away from the performer's residence overnight (prorated for any period of two (2) weeks or less), up to a maximum of six (6) months per season. However, a performer who previously received the maximum number of relocation allowances on a particular series pursuant to subparagraph (a) above of this Television Agreement or Section 56.1 of a prior Television Agreement is not entitled to any additional relocation allowance under this subparagraph (b) for that series.

“Producer, at its election, may provide lodging, per diem after salary commences and transportation to and from the set, in lieu of payment of the relocation allowance.”

8. **Work Time and Overall Production Time** (Union Proposal No. 43)

Modify Section 14(b) of the Television Agreement as follows:

“(b) Producer and performer may freely bargain for work time, and overall production time ~~and options*~~ with respect to employment contracts with performers who are guaranteed any of the following bases (or more):

“(1) \$20,000 per episode (\$25,000 per episode for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]); or

“(2) \$100,000 per series (\$125,000 per series for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives

notice of ratification]) when such series is one of a number of series presented in a combined series format (Section 13); or

“(3) \$150,000 (\$190,000 for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]) for a thirteen (13) episode guarantee.

~~“* The foregoing is subject to Section 24(c) of this Agreement with respect to options for an additional contract year between seasons for performers employed under a series contract with a guarantee of less than \$32,000 per episode on a series for which principal photography of the pilot or presentation (or the first episode if no pilot or presentation is produced) commences on or after January 1, 2018.”~~

Make conforming changes as necessary.

9. **Casting** (Union Proposal No. 6)

a. **Casting Services** (Union Proposal No. 6.A.)

Add a new Paragraph C. to Section 47 (“Casting”) of the General Provisions of the Codified Basic Agreement as follows:

“C. When a Producer conducts a casting call:

“(1) A performer may not be charged a fee for the performer to access any casting notice, breakdown or other information relating to the casting call; and

“(2) A performer may not be charged a fee for the performer to upload a self-tape or to otherwise submit themselves for the role being cast.

“In the event a performer is asked to pay a fee to access casting materials described in subparagraph (1) above or to upload a self-tape or otherwise make a submission for the role being cast, the performer or the Union should contact the casting director before paying the fee to obtain information on how to access the casting materials or submit for the role free of charge.

“In considering candidates for a role, Producer shall not give preferential treatment to any performer on the basis of whether the performer has paid a subscription fee to a casting service to access casting materials or paid a fee to a casting service to submit for a role. Sorting submissions by alphabetical order or randomly shall satisfy the foregoing obligation to refrain from giving preferential treatment.”

b. Self-Tapes and Virtual Interviews and Auditions (Union Proposal No. 6.B.)

Add a new Paragraph D. and E. to Section 47 of the General Provisions of the SAG-AFTRA Codified Basic Agreement as follows:

“D. Self-Tapes

“The following applies when a Producer invites a performer to submit a self-tape for a role:

“(1) The Producer shall make character breakdowns, sides and/or scripts available to the performer’s agent or other representative at least forty-eight (48) hours prior to the deadline for submission of the self-tape, excluding Saturdays, Sundays and holidays. If the performer is a minor subject to educational requirements, the Producer shall make character breakdowns, sides and/or scripts available to the performer’s agent or other representative at least seventy-two (72) hours prior to the deadline for submission of the self-tape, excluding Saturdays, Sundays and holidays. The foregoing deadlines do not apply when casting deadlines do not permit (*e.g.*, casting a replacement or casting a role that was newly added to the script).

“The Producer shall also endeavor to respond to any inquiries from a performer whom it has invited to submit a self-tape (or inquiries from the performer’s agent or other representative) as to whether the role has already been cast.

“(2) Performers shall not be asked to perform more than eight (8) industry standard pages of scripted material, at the Producer’s election, for a first self-tape, or more than twelve (12) industry standard pages of scripted material for a second or subsequent self-tape. Upon request of a performer with a disability, the Producer shall make reasonable accommodations to provide materials in a format accessible to the performer.

“(3) Performers may not be asked to memorize any materials nor be prohibited from holding sides and/or using a prompting device during the self-tape. No compensation is due to a performer for a self-tape.

“(4) Performers shall not be asked to record the self-tape at a resolution higher than 720p, nor be required to use any uploading/delivery site or talent listing service that

is not free to the performer to upload or deliver the self-tape, nor be asked to use any editing software or any specific equipment, including:

- “(a) brands or models of cameras, smartphones, tablets or webcams;
- “(b) types of lights, including utility, ring or LED lights;
- “(c) brands, models or types of mics, including lavalier or shotgun; and
- “(d) types of backgrounds or backdrops, including walls, colors, pop-ups or seamless.

“(5) The Producer may only request the following in a slate for a self-tape:

- “(a) the performer’s name;
- “(b) the performer’s height;
- “(c) the performer’s city of residence;
- “(d) the performer’s current location, if different from the city of residence;
- “(e) the performer’s age and birthday, if the performer is a minor;
- “(f) information about the performer’s special skill(s) which the Producer determines is necessary for performance of the role (*e.g.*, horseback riding, swimming, accents, ability to play a musical instrument or play a sport); and
- “(g) a head-and-shoulders shot and/or a full body shot in portrait orientation. The Producer may not request any changes in camera angles or panning. (For clarity, this does not preclude a Producer from requesting that the performer change position, *e.g.*, to provide a profile shot.)

“(6) Performers shall not be requested to appear in a self-tape in the nude or while wearing attire more revealing than a bathing suit that could be worn at a public pool.

“(7) Performers shall not be requested to perform a stunt in a self-tape.

“(8) Self-tapes for dancers shall be subject to the following additional requirements:

“(a) The Producer shall supply any music or sound required for the self-tape.

“(b) The Producer shall supply specific choreography and may not ask the dancer to choreograph or improvise a dance. The specific choreography:

“(i) may not exceed four eight-beat counts;

“(ii) must be capable of being performed in an indoor space no larger than 8 feet x 8 feet x 8 feet; and

“(iii) must be for a solo performance (*i.e.*, no two-person or multi-person dances).

“(9) Self-tapes shall be stored in a secure facility or on a secure system which can only be accessed by individuals with a legitimate business purpose.

“(10) A Producer may not make a self-tape available publicly without the prior written consent of the performer, which must be obtained at the time of use.

“(11) The Producer shall also provide an opportunity to interview for the role virtually (*e.g.*, over Zoom) (or in person, at the Producer’s election) in lieu of a self-tape by making available a window of time (scheduled at the Producer’s discretion) for performers to interview on a first-come, first-serve basis. In scheduling interviews during the window, the Producer shall make reasonable accommodations for performers with disabilities and senior performers, and shall consider sleep schedules for minors. Virtual interviews conducted under this subparagraph (11) are subject to Paragraph E. below.

“To the extent the Union has reason to believe a Producer is not making good faith efforts to schedule a sufficient window of time for interviews as described in the preceding paragraph, it may contact the Producer to discuss its concerns on a case-by-case basis.

“This subparagraph (11) shall expire on June 30, 2026 and shall be of no further force and effect thereafter.

“(12) The provisions of the Schedules regarding ‘sign-in sheets’ do not apply to self-tapes.

“E. Virtual Interviews or Auditions

“(1) The Producer shall endeavor to respond to any inquiries from a performer whom it has invited to attend a virtual interview or virtual audition (or inquiries from the performer’s agent or other representative) as to whether the role has already been cast.

“(2) Performers invited to attend a virtual interview or virtual audition shall not be asked to appear in a resolution higher than 720p, nor be required to use any virtual

meeting site that is not free to the performer, nor be asked to use any editing software or any specific equipment, including:

- “(a) brands or models of cameras, smartphones, tablets or webcams;
- “(b) types of lights, including utility, ring or LED lights;
- “(c) brands, models or types of mics, including lavalier or shotgun; and
- “(d) types of backgrounds or backdrops, including walls, colors, pop-ups or seamless.

“(3) Performers may not be asked to memorize any materials nor be prohibited from holding sides and/or using a prompting device during a virtual interview. No compensation is due to a performer for a virtual interview (except as may be provided under the Schedules for waiting time, subject to subparagraph (8) below). A performer shall be compensated for a virtual audition pursuant to the applicable Schedule (subject to subparagraph (8) below) only if the Producer requires the performer to memorize lines in advance of the virtual audition.

“(4) Performers shall not be requested to appear at a virtual interview or virtual audition in the nude or while wearing attire more revealing than a bathing suit that could be worn at a public pool. The performer shall not be asked to remove a cover-up until the performer is in a private virtual setting with casting personnel only (*i.e.*, outside the presence of other performers waiting to interview).

“(5) Performers shall not be requested to perform a stunt at a virtual interview or virtual audition.

“(6) Virtual interviews and virtual auditions for dancers shall be subject to the following additional requirements:

“(a) The Producer shall supply any music or sound required for the virtual interview or virtual audition.

“(b) The Producer shall supply specific choreography and may not ask the dancer to choreograph or improvise a dance. The specific choreography:

- “(i) may not exceed four eight-beat counts;
- “(ii) must be capable of being performed in an indoor space no larger than 8 feet x 8 feet x 8 feet; and
- “(iii) must be for a solo performance (*i.e.*, no two-person or multi-person dances).

“(7) To the extent a Producer records a virtual interview or virtual audition:

“(a) the recording shall be stored in a secure facility or on a secure system which can only be accessed by individuals with a legitimate business purpose; and

“(b) the Producer may not make the recording available publicly without the prior written consent of the performer, which must be obtained at the time of use.

“(8) The provisions of the Schedules to this Codified Basic Agreement regarding interviews and auditions (Sections 14 and 15 of Schedule A; Section 19 of Schedule B; Section 44 of Schedule C; Section 17 of Schedule E; Section 23 of Schedule F; Section 11 of Schedule K-I; and Section 13 of Schedule K-II) shall also apply to virtual interviews and virtual auditions, except as follows:

“(a) Any requirement in the Schedules to compensate a performer for waiting time associated with an interview shall be calculated based on the day performer minimum.

“(b) Any requirement in the Schedules to compensate a performer for waiting time associated with an audition or if the performer is not given employment in the picture shall be calculated based on the day performer minimum.

“(c) Any sign-in sheet requirements in the Schedules are replaced with the following:

“Producer shall maintain a record of performers who attend a virtual interview or virtual audition, including the performer’s name, performer’s agent (if any), whether the virtual interview or virtual audition was recorded, the actual call and waiting time.

“(d) Any provisions in the Schedules regarding parking spaces/parking costs do not apply.

“F. Other than a claim for payment in accordance with Section 47.E.(8) above, all disputes arising out of Section 47.D. and Section 47.E. above shall first be submitted to a Conciliation Committee, consisting of the SAG-AFTRA National Executive Director (or the National Executive Director’s designee) and the President of the AMPTP (or the President’s designee). In the event the Conciliation Committee is unable to reach a resolution, the dispute shall be subject to grievance and arbitration. The time periods for submitting a dispute arising out of Section 47.D. and Section 47.E. above, to grievance

and arbitration shall be tolled from the time the matter is submitted to the Conciliation Committee until the Conciliation Committee's determination on the matter is received by the party bringing the grievance or arbitration.

“The Union agrees to a six (6) month moratorium on claims arising out of Section 47.D. and Section 47.E. above, commencing [*the first Sunday following AMPTP's receipt of notice of ratification*]. Nevertheless, the Union shall notify a Producer of any instances of non-compliance during this period so that the Producer can make any necessary corrections.”

Make conforming changes, including modifications to the first sentence of the second paragraph of Section 19.C. of Schedule B to provide that the obligation to obtain the Union's prior consent for videotaped interviews only applies to "in person" videotaped interviews.

c. Casting Practices Meeting (Union Proposal No. 6.C.)

During the term of the Agreements, the Producers and SAG-AFTRA shall meet to discuss differences in rates offered to performers for roles in various geographic markets.

10. Residuals – Advance Payment (Union Proposal No. 34)

a. *Modify Section 18(d), and the first paragraph of Section 18(e) of the Television Agreement, as follows:*

“(d) Advance Payment of Residuals

~~“Each contract between the Producer and the performer shall contain a separate provision for such additional compensation for reruns or foreign telecasts. There shall be the following limitations on advance payment of residuals for television reruns or foreign telecasts:~~

“(1) The Producer may not make any payment prior to the time of use to: a) a day performer or term contract performer for reruns or foreign telecasts; and b) any performer employed under a contract entered into on or after July 1, 2020 with respect to residuals for broadcast syndication under a license agreement entered into on or after July 1, 2020 pursuant to subparagraph 18(b)(2)g) above.

“(2) In all other circumstances, the performer may agree to an advance payment for reruns or foreign telecasts provided ~~the advance payment is separately listed and is paid in addition to the salary, which is separately and specifically set forth as~~

salary (not including advances) in the performer’s contract and, provided further, that the salary at which advance payments which are additional for network prime time reruns is permitted shall be no less than the following:

Program Length	Salary Per Week or Per Episode
½ hour	\$8,000 (<u>\$9,500 effective for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]</u>)
1 hour or longer	\$11,000 (<u>\$12,500 effective for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]</u>)

“(3) Other. For all other residual purposes (e.g., syndication, non-prime-time network, theatrical and foreign), the salary at which advance payment is permitted shall be ~~\$9,000 per week or per episode~~ (~~\$9,500 or more per week or per episode~~ (\$11,000 for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification] 2018).

“(4) Notwithstanding the foregoing, the Producer shall be limited to treating up to fifteen percent (15%) of initial compensation as an advance payment of residuals for a performer guaranteed less than \$75,000 per week or per episode under a contract entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]. Except as otherwise provided in this Agreement, Producer may bargain freely with all other performers with respect to the advance payment of residuals.

“(5) a) Each contract between the Producer and the performer that is entered into prior to January 1, 2024 or [insert date that is the first Sunday 60 days after the AMPTP receives notice of ratification], whichever is later, shall contain a separate provision for the advance payment of residuals.

“b) Each contract between the Producer and the performer that is entered into on or after January 1, 2024 or [insert date that is the first Sunday 60 days after the AMPTP receives notice of ratification], whichever is later, shall contain a separate rider that states the amount of the advance payment of residuals. (Producer may satisfy the foregoing obligation by setting forth the amount of the advance payment in a

writing signed by the performer that is separate from the performer’s contract of employment.)

“(e) (1) Effective for advance payments of residuals under contracts entered into prior to January 1, 2024 or [insert date that is the first Sunday 60 days after the AMPTP receives notice of ratification], whichever is later:

“All payments of additional compensation for reruns, theatrical exhibition or foreign telecasts shall be made promptly by check, payable to the order of the performer entitled thereto, and if not initially paid to the performer, shall be delivered to SAG-AFTRA for forwarding to such performer and compliance herewith shall constitute payment to the performer. Upon such delivery, Producer shall have no further obligation with respect to such payment nor shall Producer have any right, title or interest in or to such payment. The Producer shall accompany such checks with a statement of the title of the film and the use for which such payment is made.

“(2) Effective for advance payments of residuals under contracts entered into on or after January 1, 2024 or [insert date that is the first Sunday 60 days after the AMPTP receives notice of ratification], whichever is later:

“All payments of additional compensation for reruns, theatrical exhibition or foreign telecasts shall be made promptly by check, payable to the order of the performer entitled thereto, and shall be delivered to SAG-AFTRA for forwarding to such performer and compliance herewith shall constitute payment to the performer. Upon such delivery, Producer shall have no further obligation with respect to such payment nor shall Producer have any right, title or interest in or to such payment. The Producer shall accompany such checks with a statement of the title of the film and the use for which such payment is made. (Producer may satisfy the foregoing obligation by direct deposit in the performer’s account, provided that the performer authorized direct deposit, the Producer separately notifies the performer of the advance payment made by direct deposit and the Producer provides notice to SAG-AFTRA in its residuals reports of the amount of the advance payment.)

* * * *

b. *Modify Section 19(d)(2) of the Television Agreement, as follows:*

“(d) Limitation on advance payment of theatrical release compensation:

“(1) The Producer may not make any payment to a day performer or term contract performer for theatrical exhibition at a time prior to the time of such theatrical exhibition.

“(2) As to all other performers, when the salary for the performer’s services provided in the performer’s contract is ~~\$9,000 per week or per episode~~ (\$9,500 or more per week or per episode (\$11,000 for contracts entered into on or after *[insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]*2018), the performer may agree to an advance payment for theatrical exhibition, provided that the Producer fulfills the documentation and payment obligations set forth in Sections 18(d)(5) and (e) above for the advance payment of residuals. ~~;~~ ~~provided the same is separately stated and is paid in addition to such salary provided in the performer’s contract.~~

* * * *

- c. *Note that the modifications above in this Item 10.a. and b. also apply to High Budget SVOD Programs.*

11. **High Budget SVOD Residuals** (Union Proposal No. 20; Producers’ Proposal No. 26.c.)

- a. Eliminate “grandfathering” as provided in Paragraph E.1.(a) (for programs that were “grandfathered” and subject to the terms of the 2014 Codified Basic Agreement/Television Agreement or the 2011 Codified Basic Agreement/Television Agreement) and Paragraph E.2. (for programs or series budgeted at less than \$1,300,000 for a 20-35 minute program or less than \$2,500,000 for a 36-65 minute program and subject to the terms of the 2017 Codified Basic Agreement/Television Agreement) of Sideletter 21 to the Codified Basic Agreement and Sideletter H to the Television Agreement for any new season for which principal photography of the first episode of the season commences on or after the first Sunday following the AMPTP’s receipt of notice of ratification.
- b. Residual for Use on the Domestic SVOD Platform on Which the High Budget SVOD Program Was Initially Exhibited

Modify the residual formula for use of a High Budget SVOD Program on the domestic SVOD platform on which the High Budget SVOD Program was initially exhibited as follows:

- i. Collapse Subscriber Tiers 1 and 2 into Subscriber Tier 3, so that the lowest Subscriber Tier consists of fewer than 20 million domestic subscribers. (Applies only to High Budget SVOD Programs that commence principal photography on or after July 1, 2024.)

- ii. Increase the percentages for Exhibition Years 8 and 9 to 10%, and the percentages for Exhibition Years 10, 11 and 12 to 5%. (Applies to all High Budget SVOD Programs that commence principal photography under the 2023 Codified Basic Agreement/Television Agreement.)

c. Applicable Ceiling for High Budget SVOD Programs

Increase the applicable ceilings in Paragraph E.5.(a)(ii) of Sideletter No. 21 to the Codified Basic Agreement and Sideletter H to the Television Agreement by two and one-half percent (2.5%) effective the first Sunday following the AMPTP's receipt of notice of ratification.

d. Residual for Use on Foreign SVOD Platform Related to/Affiliated With Domestic SVOD Platform on Which the HB SVOD Program Was Initially Exhibited

i. Application

- (1) Modifications are limited to High Budget SVOD Programs or episodes of a High Budget SVOD series that commence principal photography on or after the first Sunday following the AMPTP's receipt of notice of ratification (other than a season of a High Budget SVOD series that was "grandfathered" and continues to be subject to the terms of the 2017, 2014 or 2011 Codified Basic Agreement/Television Agreement, as described in Item 11.a above).
- (2) Modifications apply only to situations in which a fixed residual applies under the 2020 Codified Basic Agreement/Television Agreement for use of a High Budget SVOD Program on a foreign SVOD platform related to/affiliated with the domestic SVOD platform on which the High Budget SVOD Program was initially exhibited (which also covers use on unrelated/unaffiliated foreign SVOD platforms), *i.e.*:
 - (a) The domestic SVOD platform has over 45 million subscribers in the U.S. and Canada and the license is for more than 15% of the value of all foreign markets; or
 - (b) The domestic SVOD platform has 45 million or fewer subscribers in the U.S. and Canada and the license is for "worldwide" rights.

- ii. Modify the residual formula in Paragraph E.5.(a)(iii)(A)1 of Sideletter No. 21 to the Codified Basic Agreement and Sideletter H to the Television Agreement (the “foreign fixed High Budget SVOD residual”) so that the residual is calculated as follows:

$$\begin{aligned} &\text{Total Actual Compensation Up to the Applicable Ceiling as per Paragraph E.5.(a)(ii)} \\ &\quad \times \\ &\quad \text{Exhibition Year Percentage as per Paragraph E.5.(a)(ii)(A)} \\ &\quad \times \\ &\quad \text{Foreign Subscriber Factor (NEW – see chart below)} \end{aligned}$$

For High Budget SVOD Programs that commence principal photography on or after the first Sunday following the AMPTP’s receipt of notice of ratification (other than a season of a High Budget SVOD series that was “grandfathered” and continues to be subject to the terms of the 2017, 2014 or 2011 Codified Basic Agreement/Television Agreement, as described in Item 11.a. above):

Subscriber Tier	Foreign Subscribers	Subscriber Factor
1	Fewer than 20 million	47%
2	20 million to 45 million	60%
3	More than 45 million but fewer than 75 million	75%
4	75 million or more	90%

- iii. Payment of the foreign fixed High Budget SVOD residual continues to cover worldwide use of the High Budget SVOD Program on all foreign subscription consumer pay platforms for the applicable exhibition year.
- iv. Determination of Domestic and/or Foreign Subscriber Tier

- (1) Revise Paragraph E.7.(b) of Sideletter No. 21 to the Codified Basic Agreement and Sideletter H to the Television Agreement and the unpublished Sideletter re: “Bundled” Subscription Consumer Pay Platforms to clarify that as to “bundled” subscription consumer pay platforms, these provisions apply to the determination of the applicable subscriber tier under the Codified Basic Agreement/Television Agreement, rather than the number of subscribers.
- (2) Conform Paragraph E.7.(b) of Sideletter No. 21 to the Codified Basic Agreement and Sideletter H to the Television Agreement and the unpublished Sideletter re: “Bundled” Subscription Consumer Pay Platforms so that the applicable foreign subscriber tier for “bundled” subscription consumer pay platforms shall be

determined in the same manner as the domestic subscriber tier. Conform the remainder of Paragraph E.7. of Sideletter No. 21 to the Codified Basic Agreement and Sideletter H to the Television Agreement so that the number of foreign subscribers to a non-“bundled” subscription consumer pay platform is determined in the same manner as the number of domestic subscribers.

- e. Modify Paragraph E.4.(e)(i) of Sideletter No. 21 to the Codified Basic Agreement and Sideletter H to the Television Agreement to eliminate the Producers’ ability to credit amounts in excess of 65% of minimum against any other compensation due to a series or term contract performer for contracts entered into on or after the first Sunday following the AMPTP’s receipt of notice of ratification.

(See contract language attached as Exhibit A, including housekeeping clarification that residuals under Section 18(b)(2)g) concerning broadcast syndication sales of a High Budget SVOD Program under a license agreement entered into on or after July 1, 2020 are not subject to advance payment for a performer whose contract is entered into on or after July 1, 2020.)

12. **Success Bonus for High Budget SVOD Programs** (Union Proposal No. 23)

Add a new subparagraph 5.1 to Paragraph E of the Sideletter re Programs Made for New Media of the Codified Basic Agreement and the Television Agreement to provide as follows:

5.1 Success Bonus

“The following is effective for a season of a High Budget SVOD series, a High Budget SVOD multi-part, closed-end series or a one-time High Budget SVOD Program that is initially exhibited on an SVOD Service on or after January 1, 2024.

“Producer shall pay a success bonus as provided herein when a season of a High Budget SVOD series or a High Budget SVOD multi-part, closed-end series or a one-time High Budget SVOD Program meets the ‘success metric’ set forth in subparagraph (a) below (hereinafter ‘Qualifying Project’) based on its exhibition on the SVOD service for which it was made (‘SVOD Service.’).

“(a) Definition of ‘Success Metric’⁵

“The ‘success metric’ is met when the total number of ‘domestic views’ (see definition in subparagraph (b) below) divided by the total number of domestic subscribers⁶ to the SVOD Service is twenty percent (20%) or more.

$$\text{“Success Metric Calculation} = \frac{\# \text{ Domestic Views}}{\# \text{ Domestic Subscribers}}$$

“(b) Definition of ‘Domestic Views’

“The number of ‘domestic views’ of a season of a High Budget SVOD series or a High Budget SVOD multi-part, closed-end series is calculated by dividing the total hours streamed domestically during the first ninety (90) days after each episode in the season of a High Budget SVOD series or each part of a High Budget SVOD multi-part, closed-end series is made available on the SVOD Service by the total runtime of all episodes in the season or of all parts of a multi-part, closed-end series.

“For a one-time High Budget SVOD Program, the number of ‘domestic views’ is calculated by dividing the total hours streamed domestically on the SVOD Service during the first ninety (90) days after the one-time High Budget SVOD Program is made available on the SVOD Service by the total runtime of the High Budget SVOD Program.

“(Both the hours streamed and the runtime are determined by rounding to the nearest one-tenth (1/10th) hour.)

⁵ Producer may rely on the determination by the SVOD Service whether the ‘success metric’ has been met for any High Budget SVOD Program. Subparagraph (f) is the sole mechanism for the Union (and the SBDF) to verify or obtain information about the success bonus or its calculation.

⁶ For purposes of determining the success bonus, the SVOD Service shall determine the number of domestic subscribers as of July 1st of each year of the Agreement. The SVOD Service shall apply that number when the first episode of the season, the first part of a multi-part, closed-end series or the High Budget SVOD Program is first made available on the SVOD Service on or after July 1st of the measuring year but not later than June 30th of the following year. Likewise, the SVOD Service shall make a separate determination of the number of domestic subscribers for each subsequent Exhibition Year as of July 1st of each year of the Agreement by applying that number when the first day that the first episode of that season, first part of a multi-part, closed-end series or High Budget SVOD Program is made available in any second or subsequent Exhibition Year on or after July 1st of the measuring year but no later than June 30th of the following year. For example, if an SVOD Service has 25 million domestic subscribers as of July 1, 2023 and makes the first episode of the first season of a High Budget SVOD series available on March 1, 2024, the applicable number of domestic subscribers is 25 million for purpose of calculating the success bonus for that season of the series. It is understood by the parties that the foregoing applies in lieu of Paragraph E.7(a) of this Sideletter.

“Domestic Views =
$$\frac{\text{Total Hours Streamed Domestically in 1st 90 Days}}{\text{Total Runtime (in hours)}}$$

“(c) Subsequent Year Eligibility

“Eligibility for the success bonus shall also be determined for each subsequent Exhibition Year as defined in Paragraph 5(a)(ii)(A). The formula for determining eligibility is the same as provided in paragraphs (a) and (b) above, except that the number of total hours streamed is counted for the first ninety (90) days of the subsequent Exhibition Year.

“(d) The total amount of the success bonus for a Qualifying Project shall be a sum equal to one hundred percent (100%) of the applicable fixed High Budget SVOD residual for the applicable Exhibition Year that would be payable to each performer otherwise entitled to residuals on the Qualifying Project. (The success bonus shall include the foreign fixed High Budget SVOD residual for any service that pays based on the fixed residual.)

“Producer shall make payment of the success bonus in accordance with the following:

“(i) Seventy-five percent (75%) of the total amount of the success bonus shall be paid to those performers entitled to residuals on any Qualifying Project. Producer shall be responsible for payment of health and pension/retirement contributions due thereon, up to the applicable contribution cap for each performer, to the SAG-AFTRA Health Plan and the SAG Pension Plan or the AFTRA Retirement Fund, as applicable.

“(ii) The remaining twenty-five percent (25%) of the total amount of the success bonus plus an amount equal to the health and pension/retirement contributions, up to the applicable contribution cap, that would have been payable on behalf of each performer paid a success bonus pursuant to subparagraph (d)(i) above had the remaining twenty-five percent (25%) of the total amount of the success bonus been paid to those performers shall be paid to the SAG-AFTRA -- Producers Success Bonus Distribution Fund (“SBDF”), as described in subparagraph (g) below. (Any performer who received a success bonus payment pursuant to subparagraph (d)(i) above shall have no right or entitlement to the SBDF Payment or any portion thereof, and shall not

receive any health or pension/retirement credit as a result of the SBDF Payment or any portion thereof, except as otherwise may be determined by the SBDF as provided in subparagraph (g) below.)

“In no event shall the requirement to pay part of the success bonus plus the amount specified above in health and pension/retirement contributions to the SBDF result in the Producer being required to pay more in the aggregate (to the performers on a Qualifying Project under subparagraph (d)(i) above and to the SBDF) than if it had paid 100% of the success bonus to performers on a Qualifying Project, plus health and pension/retirement contributions thereon, up to the applicable contribution cap.

“Producer shall submit a report to the SBDF in connection with any payment made under this subparagraph (d)(ii) which shall include the following information: (1) identification of the title (and season, if applicable) of any Qualifying Project; and (2) the amount paid to the SBDF.

“(iii) Producer shall not be required to make any IACF contributions on payments made under subparagraph (d)(i) or (ii) above or any distributions of SBDF funds under subparagraph (g) below.

“The foregoing payments shall be due sixty (60) days after the end of the calendar quarter in which the ninety (90) day measuring period for domestic views is completed, except as otherwise provided in subparagraph (g) below.

“(e) Example: Program XYZ is a High Budget SVOD series with ten (10) episodes in its second season that are each 35 minutes in length. All episodes were first made available on the SVOD Service on *[insert date that is after the first Sunday following the AMPTP’s receipt of notice of ratification and on or after January 1, 2024]*. At all relevant times, the SVOD Service has fifty million (50,000,000) domestic subscribers and eighty million (80,000,000) foreign subscribers on a worldwide basis. Collectively, all episodes of the second season of Program XYZ had seventy million (70,000,000) hours streamed domestically in the first ninety (90) days after the episodes were made available on the SVOD Service.

“To determine whether the second season of Program XYZ qualifies for a success bonus in its first Exhibition Year, the total number of domestic views is determined by dividing the total number of domestic hours streamed of all

episodes in the second season (seventy million (70,000,000) hours) by the total runtime in hours of the second season (5.8 hours rounded as provided herein). The ‘success metric’ is then determined by dividing the total number of domestic views (70,000,000/5.8 hours) by the total number of domestic subscribers (50,000,000).

$$\text{Domestic Views} = \frac{\text{Total Domestic Hours Streamed}}{\text{Total Runtime (in hours)}} = \frac{70\text{M}}{5.8}$$

$$\text{Success Metric} = \frac{\text{Domestic Views}}{\text{Total Number of Domestic Subscribers}}$$

= [70M hours ÷ 5.8 hours] ÷ 50M domestic subscribers
= 0.241 (24.1%), which is greater than the twenty percent (20%) threshold for payment and would, therefore, trigger payment of the success bonus.

- “(f) Should the Union provide written notice to the SVOD Service and the Producer that it disputes whether a High Budget SVOD Program qualifies for a success bonus, the dispute shall be submitted promptly to a third party jointly chosen by the SVOD Service and the Union for determination by audit (or other procedure determined by the third party) (hereafter ‘audit’). The audit shall be for the sole purpose of verifying to the Union, the SBDF, the SVOD Service and the Producer whether the season of the High Budget SVOD series, the High Budget SVOD multi-part, closed-end series or one-time High Budget SVOD Program is entitled to a success bonus (‘yes/no’). The third party must execute a confidentiality agreement approved by the SVOD Service. The Union and the SVOD Service shall evenly split the costs and fees associated with any such audit. The Union (and the SBDF) shall not be entitled to obtain information about the number of domestic subscribers, the hours streamed domestically, the running time or the ‘success metric’ of the High Budget SVOD Program.

“The Union retains any and all rights to pursue grievance and arbitration as provided in the Agreement should a Producer fail to pay the success bonus within sixty (60) days after the third party confirms that such a bonus is due.

“Any dispute by the SBDF concerning the success bonus or its calculation shall be referred to the Union, the Producer and the SVOD Service. The SBDF shall have no independent right to initiate an audit as provided herein or to verify or obtain information about the success bonus or its calculation.

“(g) Success Bonus Distribution Fund

“(i) The parties acknowledge and agree that distribution of SBDF funds is a matter of mutual concern that is not susceptible to resolution within the collective bargaining process. Accordingly, the parties agree to establish a jointly-administered SAG-AFTRA—Producers Success Bonus Distribution Fund (‘SBDF’ or the ‘Fund’) as described herein, provided that:

“(A) A legal opinion is issued by counsel chosen by the Producers that the SBDF falls within one of the exceptions to Section 302(c) of the Labor Management Relations Act (LMRA) (29 U.S.C. §186 (Restrictions on Financial Transactions));

“(B) The SBDF is structured 1) to preserve the Producer’s ability to deduct as a business expense all Fund payments to performers, including any portion of the success bonus and health and pension/retirement contributions and 2) to fulfill all tax, benefit contribution and other obligations that otherwise would be owed by Producer on account of any such Fund payments.

“(ii) The SBDF will be governed by a Board of Trustees, consisting of three Trustees and one Alternate Trustee appointed by the AMPTP and three Trustees and one Alternate Trustee appointed by SAG-AFTRA. The AMPTP shall have the sole authority to appoint and remove any Trustee representing the AMPTP. SAG-AFTRA shall have the sole authority to appoint and remove any Trustee representing SAG-AFTRA.

All actions of the Board shall be determined by a majority of the Directors present and voting at any duly noticed meeting of the Board, unless any Trustee calls for a unit vote, in which case the AMPTP-appointed Trustees shall have one vote and the SAG-AFTRA Trustees shall have one vote. Alternate Trustees may not vote at such meetings unless attending in place of a Trustee who is unable to attend.

“(iii) The Board of Trustees will be charged with the oversight of administration of the SBDF and the distribution of funds payable to the SBDF pursuant to the terms of the Codified Basic Agreement and the Television Agreement.

- “(iv) Subject to the limitations on the auditing rights of the SBDF as set forth in subsection (f) above, the Board of Trustees shall develop guidelines that will be applied to determine whether a Producer has failed to make a required SBDF Payment on a Qualifying Project on a timely basis and to take appropriate enforcement actions to collect any SBDF Payment that may be due.
- “(v) The Board of Trustees will develop and approve distribution guidelines that will be applied to determine how the money remitted into the SBDF will be distributed to performers employed by Producers that pay into the SBDF on High Budget SVOD Programs covered by the Codified Basic Agreement or Television Agreement. It is understood that funds contributed on behalf of Qualifying Projects produced by a particular Producer will only be distributed to performers employed by that Producer on a High Budget SVOD series, High Budget SVOD multi-part, closed-end series or one-time High Budget SVOD Program.
- “(vi) The Board of Trustees shall be authorized to (A) retain a reasonable portion of the fund remitted each year to pay for administrative costs, (B) enter into agreements with third parties to perform distribution and payroll services, (C) withhold income tax, remit payroll taxes, make health and pension/retirement contributions up to the applicable contribution cap, and perform any other functions required of an employer of record, and (D) obtain necessary data from, and provide necessary data to, the applicable benefit plans, including data necessary to determine the application of contribution caps.
- “(vii) Producer shall be required to make payments to the SBDF as provided herein beginning sixty (60) days after the AMPTP receives notice that the SBDF is fully operational consistent with the provisions of this subparagraph (g) and the Trustees have adopted guidelines for the distribution of the funds as provided herein. No payment to the SBDF shall be required before then.
- “(viii) The SBDF will, directly or through a third party administrator, issue bonus payments to individual performers in accordance with the guidelines approved by the Trustees, issue health and pension/retirement contributions up the applicable contribution cap on those bonus payments and provide tax and other reporting to those

performers as necessary and approved by the Board of Trustees. The SBDF will distribute such payments with a frequency and on a timetable to be determined by the Board of Trustees. The Fund shall be solely responsible for any and all tax obligations and health and pension/retirement obligations as a result of any bonus payment distributed by the Fund.

“(ix) The SBDF shall issue an annual report to each contributing Producer, the Union and the AMPTP detailing, at a minimum, the following: (A) the amount of money remitted to the SBDF during the fiscal or calendar year; (B) the amount of money distributed by the SBDF; (C) information identifying the projects on which performers receiving a distribution from the SDBF were employed; (D) the number of performers who received distributions from the SBDF; and (E) the amount of health and pension/retirement contributions made by the SBDF.

“(x) The Codified Basic Agreement and the Television Agreement, as well as the Trust Agreement, will be revised to include appropriate language vesting discretion over the distribution of funds exclusively in the Trustees and specifying that no individual has any ownership interest or right in any funds or monies pursuant to this provision except as determined pursuant to the distribution guidelines of the SBDF.”

Make conforming changes, including by modifying Paragraph E.1.(a).

13. **Data Transparency** (Union Proposal No. 23)

The Union and the undersigned Producers agree to enter into the following letter agreement:

“Re: **Data Transparency**

“Dear Duncan:

“During the 2023 negotiations, the undersigned Producers (hereinafter collectively ‘Producers’) agreed that their related or affiliated SVOD services (*viz.*, Amazon Prime Video, Apple TV+, Disney+, Hulu, Max, Netflix, Paramount+ and Peacock) (each

hereinafter referred to as a ‘related/affiliated SVOD service’) will provide the following viewership information to the Union:

“Commencing [*the date that is the start of the first calendar quarter following the AMPTP’s receipt of notice of ratification of the 2023 Codified Basic Agreement and Television Agreement (“2023 Agreements”)*], and subject to a confidentiality agreement satisfactory to the related/affiliated SVOD service, the related/affiliated SVOD service shall, within ninety (90) days of the expiration of each calendar quarter, provide the following information for each High Budget SVOD Program covered under the 2023 Agreements or any prior agreement that was made for that related/affiliated SVOD service:

“the total number of hours streamed on the related/affiliated SVOD service in the United States and Canada during the preceding calendar quarter;

“the total number of hours streamed outside the United States and Canada during the preceding calendar quarter, to the extent such information is available to the related/affiliated SVOD service; and

“the running time of the High Budget SVOD Program

“(collectively referred to hereinafter as ‘Confidential Viewership Information’).

“Confidential Viewership Information shall be provided to the Union pursuant to the following procedure:

“The Union shall designate its employees, officers, directors or agents (hereinafter ‘designated representatives’) who will have access to this Confidential Viewership Information, provided that each designated representative executes and returns the mutually-agreed upon confidentiality agreement to the related/affiliated SVOD service in advance of disclosure to any of them.

“In no event shall the confidentiality agreement prohibit the Union from communicating internally or with its members with regard to the Confidential Viewership Information, provided that, in the course of doing so, the Union shall limit such disclosure to presenting information in a summary form which aggregates the Confidential Viewership Information on an overall industry level, makes no reference to any Confidential Viewership Information on which it is based, makes no reference to any Confidential Viewership Information with regard to an individual program, series, serial, multi-part, closed-end series, producer, distributor, streaming service, network, retailer or exhibitor company (or a related or affiliated entity thereof) or any transaction involving same and contains no information from which the identity of any individual program, series, serial, multi-part, closed-end series, writer, producer, distributor, streaming service or exhibitor company (or a related or

affiliated entity thereof) or any transaction involving the same could reasonably be ascertained.

“Because of the particularly sensitive nature of the Confidential Viewership Information, the Union agrees to grant access to the Confidential Viewership Information only to a limited number of individuals whose access to the Confidential Viewership Information is essential for the Union’s use of this information, but not to exceed six (6) in number.

“The Confidential Viewership Information shall be provided in an electronic format, such as an Excel spreadsheet, to *[insert name of one of the Union’s designated representatives]* through secure, password-protected means. The Union’s designated representatives agree to maintain the Confidential Viewership Information in a secure manner, protected by password and inaccessible to anyone other than its designated representatives.

“The Union may request that an audit (or other agreed-upon procedure) (hereafter ‘audit’) of the Confidential Viewership Information be conducted by a third party jointly chosen by the related/affiliated SVOD service and the Union solely for the purpose of verifying the accuracy of the information provided by the related/affiliated SVOD Service. The third party must execute a confidentiality agreement approved by the related/affiliated SVOD Service. The Union shall be responsible for bearing all costs and fees associated with any such audit.

“This agreement shall expire at the end of the term of the 2023 Agreements.”

[SIGNATURE BLOCKS OF UNION AND PRODUCERS OMITTED]

14. **High Budget AVOD Programs** (Union Proposal No. 21)

Add a new Paragraph F. for “High Budget AVOD Programs” to Sideletter H to the Television Agreement and Sideletter 21 to the Codified Basic Agreement as provided below (and reletter the existing Paragraph F. and subsequent Paragraphs accordingly).

“F. **‘High Budget’ New Media Productions Made for Initial Exhibition on a Free-To-The-Consumer Advertiser-Supported New Media Platform.**

“The terms and conditions in this Paragraph F. apply to programs that satisfy the definition of a ‘High Budget AVOD Program’ (as set forth in subparagraph 1. below) which commence principal photography on or after *[the first Sunday following the AMPTP’s receipt of notice of ratification]*, except that in the case of a series, this Paragraph F. shall not apply to any season for which principal photography of the first episode of the season commences prior to *[the first Sunday following the AMPTP’s receipt of notice of ratification]*. Instead, the season shall continue to be subject to the terms and conditions of Paragraph B. or D. of Sideletter No. 21 to the

2020 Codified Basic Agreement or Sideletter H to the 2020 Television Agreement, as applicable.

“The Producer shall not reduce those terms and conditions of employment which were previously provided to SAG-AFTRA-represented employees pursuant to an individual negotiation between the Producer and the employee on programs or series covered by this Paragraph F.

“1. **‘High Budget AVOD Programs’ Defined**

“Except as otherwise provided herein, the terms and conditions set forth in Paragraph F. of this Sideletter shall be applicable only to dramatic live action New Media productions made for initial exhibition on a free-to-the-consumer advertiser-supported New Media platform which meet the following ‘high budget’ criteria (hereinafter ‘High Budget AVOD Programs’):

<u>Length of Program as Initially Exhibited*</u>	<u>‘High Budget’ Threshold</u>
20-35 Minutes	\$1,030,000 or more
36-65 Minutes	\$1,750,000 or more
66 Minutes or more	\$3,000,000 or more

* Programs less than 20 minutes are not considered ‘high budget’ for purposes of Paragraph F. of this Sideletter.

“2. **Compensation**

“Minimum initial compensation for performers and covered background actors employed on a High Budget AVOD Program shall be the applicable rates under the 2023 SAG-AFTRA Television Agreement.

“3. **Other Terms and Conditions**

“Except as otherwise provided herein, the terms and conditions applicable to High Budget AVOD Programs shall be those applicable under the Producer – SAG-AFTRA Codified Basic Agreement of 2023 and the 2023 SAG-AFTRA

Television Agreement to dramatic programs made for basic cable, subject to the following clarifications and modifications:

- “(a) A High Budget AVOD Program between 20 and 35 minutes in length shall be treated as a 30-minute program; a High Budget AVOD Program between 36 and 65 minutes shall be treated as a 60-minute program; a High Budget AVOD Program between 66 and 95 minutes shall be treated as a 90-minute program; and a High Budget AVOD Program 96 minutes or longer shall be treated as a 120-minute program.¹
- “(b) The Schedule breaks shall be those in the Producer – SAG-AFTRA Codified Basic Agreement of 2020 as of June 30, 2023.
- “(c) The salary thresholds in Section 14(b) shall be those in the 2020 SAG-AFTRA Television Agreement.
- “(d) The provisions of Section 18(d) and Section 19(d) of the 2020 SAG-AFTRA Television Agreement shall apply in lieu of Section 18(d) and Section 19(d) of the 2023 SAG-AFTRA Television Agreement.
- “It is understood that the advance payment of residuals provision in Section 18(d) of the Television Agreement allows the crediting of all residuals payable for the reuse of a High Budget AVOD Program (other than residuals under Section 18(b)(2)g) concerning broadcast syndication sales of a High Budget AVOD Program), regardless of whether the residuals are a fixed or percentage payment.
- “(e) The provisions of Section 23 of the 2020 SAG-AFTRA Television Agreement as of July 1, 2020 shall apply in lieu of Section 23 of the 2023 SAG-AFTRA Television Agreement.

¹ For purposes of determining the applicable compensation and other terms and conditions under Paragraph F. of this Sideletter, the parties agree that an episode of a High Budget AVOD series may exceed the “program length” which applies to a typical episode of the series by up to three (3) minutes without becoming subject to the terms and conditions applicable to the next highest program length. (For example, if a typical episode of a High Budget AVOD series falls in the 20-35 minute category, a given episode of such series which is 38 minutes in length will still be subject to the compensation and terms and conditions applicable to a program between 20 and 35 minutes in length.)

“(f) The provisions of Section 24 of the 2020 SAG-AFTRA Television Agreement shall apply in lieu of Section 24 of the 2023 SAG-AFTRA Television Agreement.

“(g) Reuse of Photography or Sound Track

“(i) Promotional reuse of photography or sound track from a High Budget AVOD Program in all media shall be governed exclusively by the provisions of the Sideletter Re: Exhibition of Motion Pictures Transmitted Via New Media relating to promotional use.

“(ii) Non-Promotional Reuse of Photography or Sound Track

“(A) Non-Promotional Reuse of Photography or Sound Track in New Media

“(1) For non-promotional reuse of photography or sound track from one episode of a High Budget AVOD series in another episode of the same series, Section 36 of the Television Agreement shall apply.

“(2) For any other non-promotional reuse of photography or sound track of a High Budget AVOD Program in New Media, the reuse provisions of Section 3 of the Sideletter Re: Exhibition of Motion Pictures Transmitted Via New Media shall apply (*i.e.*, the High Budget AVOD Program shall be treated as a ‘television motion picture’ for purposes of such provisions).

“(B) Non-Promotional Reuse of Photography or Sound Track Other than in New Media

Section 36 of the Television Agreement shall apply to the reuse of photography or sound track from a High Budget AVOD Program in any medium other than New Media (*e.g.*, in traditional media), except that the

performer may agree to reuse at the time of employment, if bargaining is required.

“(iii) In no event shall the Producer be required to bargain and/or make payment for reuse of photography or sound track from a High Budget AVOD Program if it would not be required to do so under Section 36 of the Television Agreement or the Sideletter Re: Exhibition of Motion Pictures Transmitted Via New Media.

“(h) In recognition that programs made for New Media involve a new and evolving form of production and may not be subject to the same production model as applies to traditional television motion pictures, thereby rendering possible the use of alternative preparation and shooting methods and schedules, the Union agrees to consider in good faith requests for waivers to facilitate the use of such alternative methods and schedules on High Budget AVOD Programs when appropriate.

“4. Reuse

“The provisions below apply to the reuse of High Budget AVOD Programs.

“(a) Initial compensation for a High Budget AVOD Program shall constitute payment for a twenty-six (26) consecutive week period of use on any free-to-the-consumer advertiser-supported new media platform, commencing with the first day that the High Budget AVOD Program is available on any free-to-the-consumer advertiser-supported new media platform.

“(b) For all uses of a High Budget AVOD Program on any free-to-the-consumer advertiser-supported platform beyond the twenty-six (26) consecutive week period, the Producer shall pay a residual equal to 6.0% of the ‘Distributor’s gross,’ as defined in Paragraph 4 of the ‘Sideletter re Exhibition of Motion Pictures Transmitted Via New Media,’ attributable to the period beyond the twenty-six (26) consecutive week use period, plus pension and health or health and retirement contributions, as applicable.

“It is understood that ‘Distributor’s gross’ does not include advertising revenues received by the free-to-the-consumer advertiser-supported

platform unless the license, distribution or other agreement between the Producer and the free-to-the-consumer advertiser-supported platform provides for sharing in such revenues for exhibition of the High Budget AVOD Program.

- “(c) For exhibition of a High Budget AVOD Program on any consumer pay new media platform, the Producer shall make a residual payment equal to 3.6% of ‘Distributor’s gross’ as defined in Paragraph 4 of the ‘Sideletter re Exhibition of Motion Pictures Transmitted Via New Media.’ Such payment shall include health contributions to the SAG-AFTRA Health Plan and pension contributions to the SAG Pension Plan or retirement contributions to the AFTRA Retirement Fund, as applicable.
- “(d) For use of a High Budget AVOD Program in traditional media (*e.g.*, theatrical exhibition, free television, basic cable, pay television, home video), the Producer shall pay residuals under existing Television Agreement formulas, including Section 18(b)(2)g) concerning broadcast syndication sales of a High Budget AVOD Program under a license agreement entered into on or after July 1, 2020.
- “(e) Residuals payable for High Budget AVOD series under this Paragraph F. that are calculated as a percentage of ‘Distributor’s gross’ shall be distributed among performers according to the 3-2-1 ratable distribution formula in Section 18.2 of the SAG-AFTRA Television Agreement. Residuals payable for all other High Budget AVOD Programs that are calculated as a percentage of ‘Distributor’s gross’ shall be distributed among performers according to the time and salary units formula provided in Section 5.2.B. of the General Provisions of the SAG-AFTRA Codified Basic Agreement.”

Make conforming changes.

15. **Diversity** (Union Proposal No. 10)

a. **Protected Access to Healthcare Without Restriction** (Union Proposal No. 10.A.)

The Union and the Producers agree to recommend to the Trustees of the IACF that, subject to legal review by counsel to the IACF, the IACF award a grant to the Entertainment Community Fund for the purpose of creating a travel benefit (or expanding its existing travel benefit in the case of reproductive healthcare) that would reimburse the

cost of travel, up to reasonable limits determined by the Trustees, to specified states where gender affirming healthcare services and/or reproductive healthcare services are available for any SAG-AFTRA-covered performer or SAG-AFTRA-covered background actor who does not qualify for benefits under the SAG-AFTRA Health Plan and who is working under the Codified Basic Agreement or the Television Agreement in a jurisdiction where access to such care is limited or prohibited.

Additionally, the Union and the Producers agree to recommend to the Trustees of the SAG-AFTRA Health Plan that the Health Plan expand the current travel benefit related to reproductive healthcare to cover gender affirming care, subject to the exercise of their duties of due diligence and prudent decision-making.

b. Translation (Union Proposal No. 10.B.)

Modify Section 52 of the Codified Basic Agreement (and make conforming changes to Section 77 of the Television Agreement) as follows:

“52. TRANSLATION

“Performer may not be required, at any time, to translate dialogue, whether it is dialogue for the performer or for another performer’s dialogue into any language other than that in which a script is written, including for auditions, interviews or tests. However, performer may bargain separately for such non-covered services.

c. Stunt Doubling (Union Proposal No. 10.C.)

Modify Section 26.A.(5)(b) of the General Provisions of the Codified Basic Agreement as follows:

“(5) When applicable, and with due regard to the safety of the individuals, cast and crew, ~~women and minorities~~ qualified stunt performers shall be considered for doubling roles and for descript and non-descript stunts on a functional, non-discriminatory basis. In furtherance of this policy, Producer shall furnish a copy of the following policy statement to each stunt coordinator engaged by Producer:

* * *

“(b) When ~~the~~ a stunt performer doubles for a role ~~which is identifiable as female and/or Black/African American, Latino/Hispanic, Asian/Pacific Islander or Native American and the race and/or sex of the double is also so identifiable,~~ the stunt coordinators shall endeavor to cast a qualified stunt performer ~~persons of the~~

~~same sex and/or race involved~~ bearing a sufficient likeness to the performer playing the role. ~~When the stuntperson is not identifiable, stunt coordinators shall endeavor to increase the employment of qualified women and minorities for such stunts.~~

“If the stunt coordinator is unable to fill the position with a qualified stunt performer who bears a sufficient likeness to the performer playing the role (including for reasons such as the lack of availability of a stunt performer who bears a sufficient likeness to the performer playing the role and/or the fact that the candidates who bear a sufficient likeness to the performer playing the role do not, in the considered judgment of the stunt coordinator, possess the skills necessary for the safe execution of the stunt(s)), the stunt coordinator shall promptly consult with the Union to identify additional sources for potential qualified stunt performers. Should the Union submit sources for consideration to the stunt coordinator within 24 hours (excluding Saturdays, Sundays and holidays) of the request, the stunt coordinator shall consider those sources in good faith; provided, however, the stunt coordinator, in coordination with other representatives of the Producer, shall retain the discretion to determine whether any of those candidates is suitable for the role, bearing in mind that the safe execution of the stunt(s) is always of overriding importance.

“The foregoing consultation procedure shall not apply if production time constraints do not permit, provided that the Producer notify the Union as soon as practicable of any circumstances in which it did not engage in the consultation.

“Only the failure to engage in a consultation with the Union as provided above shall be subject to the grievance and arbitration provisions in Section 9 of this Agreement.

“To achieve the objectives set forth in this paragraph, stunt coordinators should endeavor to identify and recruit ~~qualified minority and female stuntpersons and~~ consider qualified stuntpersons of all races, ethnicities and genders, including those with disabilities, prior to the commencement of production.”

16. **Hair and Make-Up** (Union Proposal No. 11)

- a. *Add a new Paragraph C. to Section 26 of the General Provisions of the Codified Basic Agreement (and reletter the existing Paragraph C. and subsequent Paragraphs accordingly) and modify Paragraph D. (relettered as Paragraph E.) as follows:*

“C. Hair and Make-Up

“Each performer shall be offered the opportunity to meaningfully consult regarding any hair and/or make-up needs (e.g., product and tool preferences, use of particular hairstyling techniques) prior to commencing work, so that the hair and/or make-up department is adequately prepared to work with the performer, including ensuring that the production has appropriate hair and make-up products and equipment. Time spent in consultation is not work time and shall not start the performer’s consecutive days of employment.

“If a Producer determines it is unable to provide qualified hair and/or make-up personnel to work with the performer, it shall reimburse the performer for pre-approved reasonable costs of hair and/or make-up services. The performer shall receive pay for two (2) hours or the actual time spent in receiving the pre-approved hair and/or make-up services, whichever is greater, at the performer’s negotiated rate. Time spent in receiving pre-approved hair and/or make-up services on a day when the performer also performs work under this Agreement shall be treated as work time. Time spent in receiving pre-approved hair and/or make-up services on a day when the performer does not perform work under this Agreement is not subject to any overtime or premium pay and does not start the performer’s consecutive days of employment (nor do the consecutive employment provisions apply to such a day).

“~~D~~E. Arbitration

“Except as provided in subsection B. above with respect to the submission of data the second paragraph of subsection C. above with respect to reimbursement to a performer for pre-approved reasonable costs of hair and/or make-up services and payment for time spent in receiving pre-approved hair and/or make-up services, the matters covered in this Section are not subject to the provisions of Section 9 herein. It is understood that as to data on performers with disabilities, the provisions with respect to arbitration shall only apply when a method for compiling such data has been devised by the parties.”

b. *Add a Sideletter to the Codified Basic Agreement and Television Agreement as follows:*

“Dear Duncan:

“During negotiations for the 2023 SAG-AFTRA Codified Basic Agreement and the 2023 SAG-AFTRA Television Agreement, the parties discussed concerns regarding the existing shortage of qualified hair stylists and make-up artists who are experienced and skilled in working on all hair textures and skin tones (including, for example, styling and cutting natural textured hair, braiding and twisting techniques, flat top and fade haircuts, matching correct concealer and foundation with skin tone, and knowledge of appropriate hair and make-up products and tools). The parties agree it is important to expand and maintain a pool of qualified hair stylists and make-up artists who have the necessary skills and experience to work with cast members of all races and ethnicities and commit to making efforts to do so. The parties also acknowledge that this endeavor will require collaboration with the unions that represent hair stylists and make-up artists working on the Producers’ productions.

“To that end, the parties have agreed to the following:

- “1. The parties will invite representatives from the IATSE (including representatives from Locals who represent hair stylists and make-up artists) to a meeting with representatives of the Producers and SAG-AFTRA to take place before December 31, 2023 to discuss efforts to expand and maintain the pool of hair stylists and make-up artists who are qualified and available to work with cast members of all races and ethnicities. Topics of discussion will include:
 - “a. Establishing a uniform set of criteria for determining whether hair stylists and make-up artists are qualified to work on all hair textures and skin tones;
 - “b. Identifying individuals on the Industry Experience Roster and/or other availability lists established under the IATSE collective bargaining agreements who have skills and experience working with all hair textures and skin tones;
 - “c. Recruiting and employing individuals from other industries who have skills and experience working with all hair textures and skin tones, including sources of recruitment and discussion of any barriers to employment of such individuals under the existing IATSE collective bargaining agreements.

- “d. Training programs for individuals on the Industry Experience Roster and/or other availability lists established under the IATSE collective bargaining agreement who do not already possess the skills necessary to work with all hair textures and skin tones.
 - “2. The parties agree to recommend to the Trustees of the IACF that it fund training of hair stylists and make-up artists to acquire the skills necessary to work with all hair textures and skin tones, subject to review by legal counsel.”
- c. *The AMPTP shall issue the following bulletin within thirty (30) days of receipt of notice of ratification:*

**“NOTICE TO PRODUCERS REPRESENTED BY THE AMPTP IN
NEGOTIATIONS FOR SUCCESSORS TO THE
2020 SAG-AFTRA CODIFIED BASIC AGREEMENT AND
2020 SAG-AFTRA TELEVISION AGREEMENT:**

“During negotiations for the successor agreements to the 2020 SAG-AFTRA Codified Basic Agreement and 2020 SAG-AFTRA Television Agreement, the parties discussed concerns raised by performers of color regarding the need for qualified hair stylists and make-up artists who are experienced and skilled in working with all hair textures and skin tones (including, for example, styling and cutting natural textured hair, braiding and twisting techniques, flat top and fade haircuts, matching correct concealer and foundation with skin tone, and knowledge of appropriate hair and make-up products and tools). The Union explained that in these performers’ experience, hair stylists and make-up artists employed on production sometimes do not have the necessary skills, tools or products to work with their hair and/or skin tones.

“To address these concerns, the parties agreed that productions must offer performers the opportunity to consult with someone on production regarding their hair and/or make-up needs prior to commencing work, so that this information can be communicated to the hair and/or make-up department, and the hair and/or make-up department can be adequately prepared to work with the performer. Please ensure that this process is followed.

“In addition, each production should remind the heads of the hair and make-up departments at the beginning of production of the need for qualified hair stylists and make-up artists who have the experience, skills and knowledge to work with cast members of all races and ethnicities, as well as products and tools for all hair textures and skin tones.

“Please ensure that a copy of this bulletin is distributed to the appropriate personnel in your production offices.”

17. **Holidays** (Union Proposal No. 12; Producers’ Proposal Nos. 10 and 11)

- a. Amend all Schedules in the Codified Basic Agreement and the Television Agreement to include Martin Luther King, Jr.’s Birthday and Juneteenth as contractual holidays, effective January 1, 2024.
- b. *Modify Section 74 of the Television Agreement (and make analogous changes to the Codified Basic Agreement) as follows:*

“74. **MISCELLANEOUS PROVISIONS**

“(a) Holiday Breaks

“It is understood that some series customarily take a hiatus for one (1) week at Thanksgiving and for one (1) week which includes Christmas Day, or one (1) week which includes New Year’s Day, or no more than two (2) weeks and two (2) additional days, which includes Christmas Day and New Year’s Day. Such holiday breaks, if taken, shall not be counted in calculating the production span rules for any television series. The Union shall not unreasonably deny a waiver request to extend such two (2) week period to three (3) weeks for a hiatus because of the Christmas Day and New Year’s Day holidays.”

Make conforming changes to the Television Agreement and the Codified Basic Agreement, including by adding the above underlined language as a new footnote to the end of subsection (2) (“to days off during a break of up to two (2) weeks, which break includes the Christmas and New Year’s holidays”) of Section 6.(2) of Schedule A; Section 15.D.(2) of Schedule B; and Section 15.C.(2) of Schedule C and the same language in subsection (7) of Section 13.C.(7) of Schedule E.

- c. The parties agree to discuss exchange of holidays (other than Victoria Day and Canada Day, which may already be exchanged for Memorial Day and July Fourth, respectively) on productions shooting outside the United States during the term of the 2023 Agreements.

18. **Sexual Harassment Prevention** (Union Proposal No. 41)

a. **Intimacy Coordinators** (Union Proposal No. 41.A.)

Add a new subparagraph (5) to Paragraph D. of Section 43 (“Nudity and Sex Acts”) of the General Provisions of the Codified Basic Agreement as follows:

“(5) Producer will use best efforts to engage an Intimacy Coordinator for scenes involving nudity or sex acts. Producer will also consider in good faith any request by a performer or a performer’s representative to engage an Intimacy Coordinator for other scenes. Producer shall not retaliate against a performer for requesting an Intimacy Coordinator.”

b. **Notification to Employees** (Union Proposal No. 41.B.)

i. *Add a new Paragraph E. to Section 61 (“Harassment Prevention Policy”) (and reletter the existing Paragraph E.) as follows:*

“E. Effective [insert the date that is the first Sunday thirty (30) days after the AMPTP receives notice of ratification], Producer shall provide employees with a copy of its non-discrimination and anti-harassment policy, which shall include instructions for reporting violations of the policy. In addition, Producer shall include instructions for reporting violations of the policy (e.g., the Producer’s reporting hotline) on call sheets, as well as on visible signage posted in production areas frequented by employees, when practicable.”

ii. *Add a new Paragraph to the end of Section 44 of Schedule X-I and Section 45 of Schedule X-II (“Policy of Non-Discrimination and Diversity”) as follows:*

“_. Effective [insert the date that is the first Sunday thirty (30) days after the AMPTP receives notice of ratification], the Producer shall post a copy of its non-discrimination and anti-harassment policy, which shall include instructions for reporting violations of the policy, in production areas frequented by background actors, when practicable. In addition, a copy of the policy shall be made available to a background actor online via the background casting agency or electronic voucher application, as applicable, or upon request from the Second Assistant Director or other designated production personnel responsible for overseeing background actors.”

- c. Notice to Background Actors of Nudity and Sex Acts (Union Proposal No. 41.C.)
- i. *Modify Section 17(a) and (h) of Schedule X-I (and make conforming changes to Section 17.A. and H. of Schedule X-II) as follows:*

“17. NUDITY AND SEX ACTS³²

“Effective [insert the first Sunday thirty (30) days after the AMPTP receives notice of ratification]:

“(a) (1) The Producer's representative will notify the background actor of any nudity or sex acts expected in the role (if known by Producer at the time) prior to an interview or audition.

“(2) The casting notice shall specify any nudity or sex acts expected in the role and/or any nudity required in the interview or audition if known by Producer at the time of its issuance.

“(3) The Producer's representative will notify background actor of any nudity or sex acts expected in the role (if known by management at the time) as soon as practicable, but no later than forty-eight (48) hours prior to the background actor's call time on the day the scene is to be shot, unless the Producer has engaged the background actor less than forty-eight (48) hours in advance of the background actor's call time on the day the scene is to be shot. In those cases, the notice shall be provided at the earliest practicable time. ~~at the time of the call.~~

“When a Producer utilizes a background actor casting agency to hire background actors for a scene which the Producer expects will require nudity and/or sex acts of the background actor, it shall provide the background actor casting agency with as much information as possible (to the extent known by the Producer at the time) regarding what will be required of the background actor in the nude and/or sex scene. The Producer will instruct the background actor casting agency to communicate this information to prospective background actors prior to booking, so that the prospective background actor can decide whether to accept the engagement.

* * *

³² During the 2020 negotiations, the parties confirmed that the SAG-AFTRA Codified Basic Agreement and Television Agreement do not permit, and have never permitted, a Producer to request that a background actor engage in real sex acts.

“(h) If not notified of nudity and/or sex acts within the time required by subparagraph (a)(3) above in advance, the background actor retains the right to refuse and is entitled to a full day of pay without prejudice. Producer retains the right to require the background actor to do other background actor work, in lieu thereof, if such other background actor work exists.”

- ii. *The AMPTP shall issue the following bulletin to the major background actor casting agencies within thirty (30) days of receipt of notice of ratification:*

“NOTICE TO BACKGROUND ACTOR CASTING AGENCIES:

“During the negotiations for the 2023 SAG-AFTRA Codified Basic Agreement and 2023 SAG-AFTRA Television Agreement (collectively, “SAG-AFTRA Agreements”), the parties discussed the process for casting background actors when nudity and/or sex acts¹ will be required for the engagement and the importance of notifying a background actor of any such nudity and/or sex acts prior to booking.

“As a result of these negotiations, the parties agreed that when a Producer requests background actors for a scene which the Producer expects will require nudity and/or sex acts of the background actor, it shall provide you with as much information as possible regarding what will be required of the background actor in the nude and/or sex scene. This information may include what the background actor will be wearing, which body part(s) will be visible, what action(s) the background actor will be required to perform and whether and how the background actor will be required to interact with other individual(s). In addition, the Producer will instruct you to communicate this information to a prospective background actor prior to booking. Please ensure that you comply with the Producer’s instructions so that the prospective background actor has an understanding of what the engagement requires and can decide whether or not to accept the engagement.

“In addition, the parties agreed that a background actor must be notified of any nudity or sex acts expected in the role (if known by management at the time) as soon as practicable, but no later than forty-eight (48) hours prior to the background actor’s call time on the day the scene is to be shot, unless the Producer has engaged the background actor less than forty-eight (48) hours in advance of the background actor’s call time on the day the scene is to be shot. In those cases, the notice shall be

¹ During the 2020 negotiations, the parties confirmed that the SAG-AFTRA Agreements do not permit and have never permitted a Producer to request that a background actor engage in real sex acts.

provided at the earliest practicable time. If notice is not given within the required time, the background actor retains the right to refuse and is entitled to a full day of pay without prejudice. Producer retains the right to require the background actor to do other background actor work, in lieu thereof, if such other background actor work exists.”

d. Training (Union Proposal No. 41.D.)

The Producers agree to recommend to CSATF and the DGA Training Plans that they revise their existing harassment prevention training programs for crew to cover best practices when working on a scene requiring nudity or simulated sex, including training on handling scenes and situations of a “triggering” nature in a trauma-informed manner. Producers will also review and revise their harassment prevention training programs to ensure that they cover these topics.

19. Schedule Breaks (Union Proposal Nos. 39 and 40)

- a. *Modify the Schedule breaks for Schedules D, E, F, G-II, H-II and H-III for contracts entered into on or after July 1, 2024 by modifying Section 11.A. of the General Provisions of the Codified Basic Agreement as follows (and make conforming changes to the applicable Schedules and Sections 29(b)(1) (the reference to the \$32,000 figure), 29(e)(1) and 75(a) of the Television Agreement):*

“Schedule D -- Television multiple picture performers receiving ~~\$5,000 or less per week~~ (\$5,150 or less per week ~~for contracts entered into on or after July 1, 2020~~) and guaranteed less than \$32,000 per television picture (less than \$35,000 per television picture for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]) and theatrical multiple picture performers receiving \$6,200 or less per week (\$6,350 or less per week for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]) and guaranteed less than \$60,000 per theatrical picture (less than \$65,000 per theatrical picture for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]).

“Schedule E -- Television contract performers whose weekly guaranteed salary is ~~\$5,000 or less per week~~ (\$5,150 or less per week ~~for contracts entered into on or after July 1, 2020~~) and theatrical contract performers whose weekly guaranteed salary is \$6,200 or less per week (\$6,350 or less per week for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]).

“Schedule F -- Television contract performers whose weekly guaranteed salary is in excess of \$5,000 per week (in excess of \$5,150 per week for contracts entered into on or after July 1, 2020) and theatrical contract performers whose weekly guaranteed salary is in excess of \$6,200 per week (in excess of \$6,350 per week for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]); television multiple picture performers receiving more than \$5,000 per week (more than \$5,150 per week for contracts entered into on or after July 1, 2020) or who are guaranteed \$32,000 or more per television picture (\$35,000 or more per television picture for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]); theatrical multiple picture performers receiving more than \$6,200 per week (\$6,350 or more per week for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]) or who are guaranteed \$60,000 or more per theatrical picture (\$65,000 or more per theatrical picture for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]); performers employed under television "deal contracts," or otherwise, who are guaranteed \$32,000 or more per television picture (\$37,500 or more per television picture on a one-half (½) hour television picture for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification] or \$45,000 or more per television picture on a one (1) hour or longer television picture for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]); performers employed under theatrical "deal contracts," or otherwise, who are guaranteed \$65,000 or more per theatrical picture (\$80,000 or more per theatrical picture for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]); performers employed in multi-part closed-end pictures receiving more than \$4,650 per week (more than \$5,150 per week for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]) and who are guaranteed \$40,000 or more for the multi-part picture (\$47,500 or more for the multi-part picture for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]).”

* * *

“Schedule G-II -- Professional singers employed by the week on television at \$5,000 or less per week (\$5,150 or less per week for contracts entered into on or after July 1, 2020) and professional singers employed by the week on theatrical productions at \$6,200 or less per week (\$6,350 or less per week for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]).

* * *

“Schedule H, Part II -- Stunt performers employed by the week on television at \$5,000 or less per week (\$5,150 or less per week for contracts entered into on or after

~~July 1, 2020~~) and stunt performers employed by the week on theatrical productions at \$6,200 or less per week (\$6,350 or less per week for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]).

“Schedule H, Part III -- Stunt performers employed by the week on television at more than \$5,000 per week (~~more than \$5,150 per week for contracts entered into on or after July 1, 2020~~) and stunt performers employed by the week on theatrical productions at more than \$6,200 per week (more than \$6,350 per week for contracts entered into on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]).”

- b. During the 2023 negotiations, the parties agreed that performers employed under Schedule F on multi-part closed-end series under the 2023 Codified Basic Agreement and/or Television Agreement (and successor Agreements) need not be paid for weeks not worked.

20. **Money Breaks** (Union Proposal No. 19; Producers’ Proposal No. 9)

- a. Looping, Retakes, Etc. (Union Proposal No. 19.A.)

Modify Section 58 of the Television Agreement as follows:

“The performer’s contract shall not include guarantees for looping, retakes, added scenes, process transparencies, trick shots, trailers, changes or foreign versions (subject to availability) outside the period of consecutive employment, except for Schedule F performers and except that advance payment for looping, retakes, etc. is permitted as to Schedule C performers whose salaries equal or exceed:

Program Length	Per Episode or Program
½ hour	\$5,000 <u>(\$6,500 for contracts entered into on or after [the first Sunday following the AMPTP’s receipt of notice of ratification])</u>
1 hour	\$7,500 <u>(\$10,000 for contracts entered into on or after [the first Sunday following the AMPTP’s receipt of notice of ratification])</u>
more than 1 hour	\$10,000 <u>(\$12,500 for contracts entered into on or after [the first Sunday following the AMPTP’s receipt of notice of ratification])</u>

b. Fittings (Union Proposal No. 19.B.)

Modify CBA, Schedule A, Section 16.A.(2) as follows:

“(2) Fittings on a day prior to work: “When a day performer is fitted on a day prior to the day on which he works, he shall be entitled to one (1) hour minimum pay for each call. Additional time shall be paid for in fifteen (15) minute units. Day performers receiving over ~~\$1,200~~ \$1,400 per day (over ~~\$1,400~~ \$1,500 per day with respect to contracts entered into on or after [the first Sunday after the AMPTP’s receipt of notice of ratification] ~~July 1, 2020~~) shall not be entitled to any compensation for such fittings.”

c. Prepaid Looping Day for a Weekly Performer Employed on a Theatrical Motion Picture at a Salary of at Least \$10,000 Per Week (Producers’ Proposal No. 9)

Add the following as the last paragraph of Section 27.A. of Schedule C of the Codified Basic Agreement:

“The Producer may bargain with any weekly performer employed on a theatrical motion picture at a salary of \$10,000 or more per week to include one (1) prepaid looping day in the performer’s compensation. The performer’s employment contract shall contain a separate provision to that effect and a box must be provided next to the prepayment provision for the performer to initial to indicate acceptance.”

21. Per Diem (Union Proposal No. 30)

Increase the per diem amounts in Section 35.B.(2) of the General Provision of the Codified Basic Agreement and Section 65(b) of the Television Agreement to the following amounts:

	Current	<i>[Effective the first Sunday following the AMPTP’s receipt of notice of ratification]</i>	<i>[Effective the first Sunday that is two years after the AMPTP’s receipt of notice of ratification]</i>
Breakfast	\$12.00	\$14.00	\$16.00
Lunch	\$18.00	\$21.00	\$22.00
Dinner	\$30.00	\$35.00	\$37.00
TOTAL	\$60.00	\$70.00	\$75.00

22. **Wardrobe Allowance** (Union Proposal No. 26.A.)

- a. Increase the wardrobe cleaning allowance for principal performers to \$27.00 for formal wear. (Codified Basic Agreement, Schedule A, Section 11.D.; Schedule B, Section 16.D.; Schedule C, Section 16.D.; Television Agreement, Section 30(e))
- b. Increase the wardrobe allowance for background actors to \$27.00 per day for formal wear. (Codified Basic Agreement, Schedule X-I, Section 10; Schedule X-II, Section 10)

23. **Background Actors** (Union Proposal No. 5 and Producers' Proposal No. 16.b.)

- a. Schedule X-1 (Union Proposal No. 5.A.) – Effective [*insert date that is 60 days after the AMPTP's receipt of notice of ratification*], Producers agree to modify Section 1(c) of Schedule X, Part I, to increase the number of background actors to which the terms of Schedule X, Part I apply, as follows:
 - i. from twenty-two (22) (excluding swimmers, skaters and dancers, but including certain stand-ins) to twenty-five (25) (excluding swimmers, skaters, dancers and stand-ins) on television motion pictures.
 - ii. from fifty-seven (57) (excluding swimmers, skaters and dancers, but including all except one stand-in) to eighty-five (85) (excluding swimmers, skaters, dancers and stand-ins) on theatrical motion pictures.
- b. Stand-in as Rehearsal Actor (Union Proposal No. 5.E.)

Add a new subparagraph (4) to Section 3(b) of Schedule X, Part I and Section 3.A. of Schedule X, Part II as follows:

“A stand-in engaged on a one-half hour multi-camera series who is required by the Producer to rehearse and/or perform (whether on or off-book) in the role of a cast member with other cast members during any run-through (e.g., a Producer run-through or network run-through but not a table read) shall receive an adjustment of an additional \$150.00 for that day.”

c. Photographic Doubling (Union Proposal No. 5.H.)

Add a new subparagraph (5) to Section 3(b) of Schedule X, Part I and Section 3.A. of Schedule X, Part II as follows:

“When a Producer requires a background actor to do photographic doubling and to memorize and deliver scripted dialogue on camera, the background actor shall be paid an adjustment of an additional one hundred fifty dollars (\$150.00) for that day.”

d. Tolling of Late Penalties During Bona Fide Disputes Under Schedule X, Part II
(Producers’ Proposal No. 16.b.)

Modify Section 47, Payment Requirements, of Schedule X, Part II to include the following as a new penultimate paragraph:

“If there is a dispute over the amount due the background actor, and the Producer or its designated casting agency pays the undisputed amount on time, or if there is a bona fide dispute as to the Producer’s liability therefor, there will be no late payment charge during the pendency of the dispute.”

24. Stunt Coordinators (Union Proposal No. 44)

a. Fixed Residuals

Modify the fixed residual provisions listed below to provide that if not otherwise engaged as an on-camera performer or stunt performer, a stunt coordinator shall receive fixed residuals for each program, episode of a series or part of a multi-part, closed-end picture on which the stunt coordinator rendered services, except that instead of calculating the residual based on “total applicable minimum” or “total actual compensation” up to the applicable ceiling, the fixed residual shall be based on one day of pay at the day performer minimum in effect at the time of production. The foregoing only applies to a program, episode of a series or part of a multi-part, closed-end picture that commences principal photography on or after *[insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification]*.

Television Agreement

- Section 18(b)(1)-(2), (c), (i)
- Section 19
- Sections 82(c)(1) and (3)
- Section 83(i)a) and b)

Sideletter H of Television Agreement/Sideletter 21 of Codified Basic Agreement

- Section B.3.(e)
- Section D.3.(c)
- Section E.5.(a)
- Section E.5.(e)

- b. *The AMPTP shall issue the following bulletin within thirty (30) days of receipt of notice of ratification:*

“During negotiations for the 2023 Producer-SAG-AFTRA Codified Basic Agreement and Television Agreement, the Union raised a concern about stunt coordinators engaged on ‘flat deals’ who are asked to report to the production site substantially earlier than the scheduled time for the start of the stunt work they are coordinating and/or to remain at the production location after stunt work for the day has concluded, when the work to be done during those time periods does not require the stunt coordinator’s presence.

“This bulletin is a reminder to be mindful of the schedules of stunt coordinators on ‘flat deals.’ Unless there are tasks to be performed which require the presence of the stunt coordinator, stunt coordinators should not be required to arrive at the production site significantly prior to the scheduled time for the start of the stunt work nor to remain at the production site for a substantial period of time after stunt work for the day has been completed.

“Please ensure that a copy of this bulletin is distributed to the appropriate personnel in your production offices.”

25. **Dancers** (Union Proposal No. 8)

- a. Dancers Also Performing Services as a Singer (Union Proposal No. 8.A.)

Modify Schedule J to include a new Section 3.D. which provides as follows:

“D. Dancers Also Performing Services as a Singer

“A dancer who, in addition to performing dancer services covered by Schedule J, is also required by the Producer to sing (as defined in Section 1 of Schedule G-I or G-II), or lip sync, shall be paid an adjustment of an additional twenty-five percent (25%) of the applicable singer rate for that day. All overtime pay and premium pay shall be based on the dancer’s adjusted compensation.”

“A dancer who is engaged for an off-camera singer session on a day on which the dancer is not rendering dancer services covered by Schedule J shall be paid the difference between the rate at which the dancer was engaged and the applicable rate for a singer under Schedule G-I or G-II, as applicable. Section 5 of Schedule G-I and Section 6 of Schedule G-II, regarding phonograph records and tape recordings, shall apply.”

b. Rehearsal Rates (Union Proposal No. 8.B.)

Eliminate the rehearsal rate in Section 3.C. of Schedule J effective the first Sunday following the AMPTP’s receipt of notice of ratification.

c. Warm Up Spaces (Union Proposal No. 8.E.)

Modify Section 6.D.(2) of Schedule J of the Codified Basic Agreement as follows:

“(2) Warm-up Spaces

“Adequate space must be provided to permit all dancers to warm up (perform limbering exercises) thirty (30) minutes, at the beginning of the day (non-work time), prior to dancing. Producer shall use reasonable efforts to provide warm-up space adjacent to set.”

26. Singers (Union Proposal No. 42)

a. Clarification re: Vocal Contractors (Union Proposal No. 42.A.)

Modify Section 3.B. of Schedule G-I to provide that when a singer is required to perform services as a contractor, the singer shall be entitled to receive, in addition to compensation as a singer, 50% (for three to eight singers) or 100% (for nine or more singers) of the minimum rate applicable to the singer, including any sweetening and/or overdubbing.

In exchange, the Union agrees to waive any claims, whether known or unknown, arising prior to the AMPTP’s receipt of notice of ratification that a Producer should have paid a contractor in excess of the dollar figures specified in the chart in Section 3.B. of Schedule G-I. Neither the Producer nor the Union will pursue any claims for payment or recoupment based on the interpretation of this provision with respect to work performed prior to the AMPTP’s receipt of notice of ratification.

b. Singer Also Performing Services as a Dancer (Union Proposal No. 42.C.)

Modify Schedule G-I and G-II to add a new Section 3.E. as follows:

“E. Singer Also Performing Services as a Dancer

“A singer who is required by the Producer to dance (as defined in Schedule J, Section 2) shall be paid an adjustment of an additional twenty-five percent (25%) of the applicable dancer rate for that day. The singer shall be subject to the provisions of Section 6.B. of Schedule J. relating to hazardous activity, when applicable. All overtime pay and premium pay shall be based on the singer’s adjusted compensation.”

27. Performance Capture (Union Proposal No. 31)

Add the following new Section to the General Provisions of the 2023 SAG-AFTRA Codified Basic Agreement:

“[YY]. PERFORMANCE CAPTURE

“Effective for contracts entered into on or after *[insert date that is the first Sunday 60 days after the AMPTP receives after notice of ratification]*, this Agreement shall apply to the engagement of performers rendering ‘Performance Capture’ services in a live action theatrical or television motion picture, or in an animated theatrical motion picture, as follows:

“A. A ‘Performance Capture Actor’ is a performer who is employed in connection with a live action theatrical or television motion picture, or in connection with an animated theatrical motion picture, to provide facial emotional expressions and body movements as part of a dramatic performance that is directed by a director (including second unit directors) and is intended to be incorporated into digitally created character(s) appearing in the motion picture. ‘Performance Capture’ refers to the technological process used to track and capture, by means of computer-integrated equipment, the performance of a ‘Performance Capture Actor’ as described in this subsection A.

“B. ‘Motion Capture’ refers to the technological process used to track and capture an individual’s facial and/or body movements, whether directed or not, to create an altered or enhanced image of human or non-human forms, for reference or composite purposes or when data of a model is recorded. Individuals employed to render ‘Motion Capture’ services shall not be covered by this Agreement.

“C. ‘Reference capture’ or ‘reference modeling’ are not ‘Performance Capture’ services and are not covered by this Agreement.

“D. The following terms shall apply to a performer employed by the Producer as a ‘Performance Capture Actor.’

“(1) Except as otherwise provided herein:

“A ‘Performance Capture Actor’ shall be covered by Schedule A, B, C or F of this Agreement; however, a ‘Performance Capture Actor’ who performs ‘professional singer’ services or performs a stunt or performs ‘dancer’ services, as that term is defined in Schedule J, shall be engaged and covered by the applicable Schedule of the Codified Basic Agreement, *i.e.*, Schedule G-I, G-II, G-III, H-I, H-II, H-III, H-IV or J.

“(2) The following special conditions shall apply to performers rendering ‘Performance Capture’ services:

“(a) Consecutive employment rules shall not apply.

“(b) Producer shall be entitled to an unlimited number of drops and pick-ups.

“(c) ‘Performance Capture Actors’ may be required by the Producer to render services that are covered by more than one of the Schedules specified in subsection D.(1) above in a single work day and, if so required, shall be entitled to a day’s compensation calculated at the highest rate of pay applicable to services rendered during that day. If the ‘Performance Capture Actor’ is required to render services the next day, the ‘Performance Capture Actor’ shall either revert to the rate of pay at which the performer was originally contracted or, if a new contract is entered into, the new rate of pay.

“(d) ‘Performance Capture Actors’ may be required by the Producer to render services for more than one character on the same day and, if so required, shall not be entitled to any additional compensation for such services.

“(e) The Preference of Employment provision of the Agreement (Section 14 of the General Provisions) shall not apply.

“(f) The ‘Use of Double’ provisions shall not apply.

“(g) The provisions in Section [XX—*Digital Replication and Alteration of Performers*] shall not apply.

For clarification, effective for contracts entered into on or after [insert date that is the first Sunday 60 days after the AMPTP receives after notice of ratification], the foregoing Section [YY] replaces the performance capture provisions of the Netflix-SAG-AFTRA Agreement (as memorialized in Item 18 (Performance Capture) of the 2019 Netflix-SAG-AFTRA Memorandum of Agreement).

28. **Minors** (Union Proposal No. 18)

a. *Add a new subsection (13) to Section 50.D. of the General Provisions of the Codified Basic Agreement (“Employment of Minors – Education”):*

“(13) Notwithstanding the provisions of this section, performers who are legally emancipated and are exempt from the definition of ‘minors’ for the purpose of this section shall nevertheless be subject to the provisions of Section 50.D. regarding education if the performer has not satisfied the compulsory education laws of the state governing the performer's employment.”

b. *Add a new subparagraph (5) to Section 50.I. of the General Provisions of the Codified Basic Agreement (“Employment of Minors - Medical Care and Safety”) as follows:*

“(5) Subject to the limitations and requirements of the state in which production is taking place, a teacher or welfare worker (or other individual assigned to perform the same duties as a welfare worker, such as a child labor coordinator) who is engaged by the Producer to supervise or teach minors employed under this Agreement shall be subject to a background check as a condition of employment. (With respect to a Teacher-Welfare Worker who is on the Availability List or Dual Credential Substitute List established under the IATSE Local 884 Agreement, a Producer may rely on the background check administered by CSATF for placement on those Lists.) A Producer may also choose to require a background check as a condition of employment for any person working in close proximity to one or more minor(s), other than a minor who is that person’s child/ward, employed under the Agreement.

“For purposes of this subparagraph (5), a background check refers to confirmation of the individual’s identity, the individual’s address history over a seven (7) year period, reportable criminal records (excluding arrests not leading to conviction, unless the alleged violation involves a minor), whether the individual appears on any state or federal government sex-offender registry and when applicable, professional licenses and/or driving records from the appropriate issuing government agency. The

background check will be conducted consistent with the requirements of state and federal law.

“The results of the background check shall only be provided to those with a need to know. Notwithstanding the prior sentence, in the event a grievance is filed by the Union relating to the termination or suspension of, or refusal to hire, a performer because of a background check, the results of the background check shall be made available to the Union, provided that the individual subject to the background check consents.”

- c. *Add a new Section 50.1 to the General Provisions of the Codified Basic Agreement (and add a new Section to Schedules X-I and X-II with conforming changes for background actors) as follows:*

“50.1. BACKGROUND CHECKS

“A Producer may require individuals to undergo a background check as a condition of employment under this Agreement when the individual will be working at a location that requires entrants to undergo a background check as a condition of the permit to use the location (e.g., a school, juvenile detention center or airport). The background check will be conducted consistent with the requirements of state and federal law. The results of the background check shall only be provided to those with a need to know. Notwithstanding the prior sentence, in the event a grievance is filed by the Union relating to the termination or suspension of, or refusal to hire, a performer because of a background check, the results of the background check shall be made available to the Union, provided that the individual subject to the background check consents.”

29. **Artificial Intelligence** (Union Proposal No. 3)

- a. **Digital Replication and Alteration of Performers**

Add a new Section [XX] to the General Provisions of the SAG-AFTRA Codified Basic Agreement as follows:

“[XX]. DIGITAL REPLICATION AND ALTERATION

“This Section [XX] applies prospectively based on the effective dates set forth in subparagraphs A.(2), A.(3) and B. below.

“To the extent practicable, Producers shall endeavor to comply with the provisions of this Section [XX] on or after the first day of the term of this Agreement but prior to the effective dates set forth in subparagraphs A.(2), A.(3) and B. below.

“The parties acknowledge that the Producers have historically used digital technologies to replicate or alter a performer’s voice or likeness (e.g., CGI, audio/visual effects) during all stages of motion picture production (e.g., pre-visualization, pre-production, production, post-production, distribution, marketing) and may continue to do so, consistent with their historical practices.

“A. Digital Replicas

“(1) Definitions

“(a) An ‘Employment-Based Digital Replica’ is a replica of the voice or likeness of the performer that is created: (i) in connection with employment on a motion picture under this Agreement; (ii) using digital technology; (iii) with the performer’s physical participation; and (iv) is for the purpose of portraying the performer in photography or sound track in which the performer did not actually perform.

“(b) An ‘Independently Created Digital Replica’ is a digitally-created asset that is: (i) intended to create, and does create, the clear impression that the asset is a natural performer whose voice and/or likeness is recognizable as the voice and/or likeness of an identifiable natural performer; (ii) performing in the role of a character (and not as the natural performer himself/herself); and (iii) no employment arrangement for the motion picture in which the Independently Created Digital Replica will be used exists with the natural performer in the role being portrayed by the asset.

“Employment-Based Digital Replica(s) and Independently Created Digital Replica(s) may be referred to collectively herein as Digital Replica(s).

“(2) Employment-Based Digital Replica

“This Section [XX].A.(2) applies when a performer is employed by the Producer under this Agreement under a contract entered into on or after [*the first Sunday that is 90 days after the AMPTP’s receipt of notice of ratification*] to render services as a performer in a motion picture and, in connection with that employment, the Producer (directly or through a third party) requires the performer to provide services for purposes of creating an Employment-Based Digital Replica or uses an Employment-Based Digital Replica as provided herein.

“(a) Services for Creation of Employment-Based Digital Replicas

“(i) A Producer must notify a performer no less than forty-eight (48) hours in advance of the time the performer’s services are required to create an Employment-Based Digital Replica, or at the time of engagement if the performer is engaged less than forty-eight (48) hours in advance of the time the performer’s services are required to create an Employment-Based Digital Replica. The Producer must obtain the performer’s consent to provide services for purposes of creating an Employment-Based Digital Replica of the performer for use in connection with a motion picture. The consent must be clear and conspicuous and may be obtained through an endorsement or statement in the performer’s employment contract that is separately signed or initialed by the performer or in a separate writing that is signed by the performer.

“(ii) When a performer provides services for purposes of creating an Employment-Based Digital Replica on the same day the performer performs other work for the Producer under this Agreement, any time spent by the performer in connection with creating the Employment-Based Digital Replica shall be treated as work time.

“In the event a performer is required to provide services for purposes of creating an Employment-Based Digital Replica on a day when the performer does not perform other work for the Producer under this Agreement, the performer shall be paid one (1) day at performer’s *pro rata* daily salary, but not less than day performer minimum. In the event that the Producer has scheduled such services in order to accommodate the schedule of a performer, the performer shall be paid one half ($\frac{1}{2}$) of the performer’s *pro rata* daily salary for a four (4) hour session. If the session exceeds four (4) hours, the performer shall be paid one (1) day at the performer’s *pro rata* daily salary, but not less than the day performer minimum, as applicable. Consecutive employment provisions do not apply to a day on which the performer provides services for purposes of creating an Employment-Based Digital Replica but does not perform other work for the Producer under this Agreement, nor does such a day commence the start of the performer’s consecutive employment.

“Notwithstanding the foregoing, no additional payment is due to a performer for providing services for purposes of creating an Employment-Based Digital Replica:

“if the performer is employed under Schedule F;

“during a period covered by the performer’s guarantee; or

“on a day when the Producer is required to pay the performer for any services, a travel allowance or under the consecutive employment provisions of this Agreement; provided, however, that if the performer is paid less than the performer’s *pro rata* daily salary for that day or the day performer minimum, whichever is greater, the Producer shall also pay an additional amount necessary to reach the performer’s *pro rata* daily salary or the day performer minimum, as applicable.

“(b) Use of an Employment-Based Digital Replica

“For purposes of this Paragraph A.(2)(b), ‘use’ of an Employment-Based Digital Replica refers to use of an Employment-Based Digital Replica created pursuant to Paragraph A.(2)(a) above that is intended to create, and does create, a depiction of the performer that gives the clear impression that the performer represented by the Employment-Based Digital Replica actually provided services to create image, photography and/or sound when, in fact, the Employment-Based Digital Replica was used in lieu of the performer.¹ (See Paragraph B. below for provisions regarding use of an Employment-Based Digital Replica to digitally alter a performer’s performance in photography or sound track previously recorded by the performer.)

“(i) Use in the Motion Picture for Which the Performer Was Employed

“(a) A Producer may use a performer’s Employment-Based Digital Replica in connection with a motion picture for which the performer was employed, upon obtaining consent to the extent required herein. The Producer must obtain the performer’s consent to use the Employment-Based Digital Replica in new photography or sound track not previously recorded by the performer; provided, however, that no consent is required when the photography or sound track remains substantially as scripted, performed and/or recorded.

“Any consent required must include a reasonably specific description of the intended use of the Employment-Based Digital Replica in that motion picture. Consent must be clear and conspicuous and may be

¹ The parties acknowledge that the Producers have customarily used digital technologies to depict activities incapable of being performed by a human without serious risk to life or health and/or for use in scenes in which the performer is not recognizable (*e.g.*, a masked character); such uses are not subject to this Paragraph A.(2)(b).

obtained through an endorsement or statement in the performer's employment contract that is separately signed or initialed by the performer or in a separate writing that is signed by the performer.

"Any consent that the performer granted during the performer's lifetime shall continue to be valid after the performer's death unless explicitly limited otherwise. In the event the performer is deceased at the time the Producer seeks any required consent (and the Producer has not already obtained consent during the performer's lifetime or the performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased performer's authorized representative cannot be identified or located) who represents the deceased performer's exclusive rights as determined by applicable law.

"b) If the Producer uses a performer's Employment-Based Digital Replica in scene(s) that the performer would otherwise have performed in person (*e.g.*, using the Digital Replica of a performer hired for one day for a role that historically would have been performed by a weekly performer in a theatrical motion picture), the performer shall be paid the performer's *pro rata* daily rate or the minimum rate, whichever is higher, for the number of production days that the Producer determines the performer would have been required to work had the performer instead performed those scene(s) in person. The Producer will make a good faith effort to estimate the number of production days (without regard to scheduling considerations, *e.g.*, intervening days under consecutive employment provisions, overtime, meal periods, rest periods, *etc.*) utilizing objective criteria. Such compensation shall be treated as wages for all purposes.

"No compensation shall be required pursuant to the preceding paragraph when:

"the performer's compensation would have covered the work had the performer performed the scene(s) in person, based on the form of engagement (*e.g.*, no compensation is due if a major role performer employed on a one-hour television motion picture works for three days and the performer's Employment-Based Digital Replica is used to perform the equivalent of another three days of work, or if the Employment-Based Digital Replica of a series contract performer is used to perform work that could have been performed by the series contract performer in person within the work time and overall production period covered by the series contract performer's contract of employment);

"the performer's Employment-Based Digital Replica is used in a scene that the performer performed in person (*e.g.*, no

compensation is due if a performer was recorded sitting in the front seat of a car and the performer's Employment-Based Digital Replica is used to move the performer to the back seat of the car in the same scene); or

“the performer is employed under
Schedule F.

“c) In the event the performance of a performer's Employment-Based Digital Replica remains in the motion picture in a manner that would have entitled the performer to residuals had the performer performed those scene(s) in person, the performer shall be entitled to residuals when the motion picture is exhibited in a market for which residuals are due.

“Residuals calculated under the time-and-salary units, ‘total applicable minimum’ or ‘total actual compensation’ distribution formula shall be based on the total time worked and/or salary paid, up to any applicable compensation caps, for both the performer's in-person services and the use of the performer's Employment-Based Digital Replica. Residuals calculated under the rateable distribution formula shall be calculated based on the performer's form of engagement, unless the only performance used in the episode is that of the performer's Employment-Based Digital Replica and not the performer's in-person performance, in which case the performer shall be treated as a day performer and assigned one (1) unit.

“(ii) Use Other Than in the Motion Picture for Which the Performer Was Employed

“A Producer may not use a performer's Employment-Based Digital Replica in connection with a motion picture other than one for which the performer was employed or in any other field or medium without obtaining the performer's consent and bargaining separately for the use.

“Consent must be clear and conspicuous and include a reasonably specific description of the intended use. Consent must be obtained prior to use in a writing signed by the performer, but not at the time of employment, except as provided in the next sentence. When a performer is employed on a project specifically identified to be part of a multi-project use (such as a trilogy of motion pictures), consent to use the performer's Employment-Based Digital Replica in another of the identified projects may be obtained at the time the performer is first employed, provided that a reasonably specific description of the intended use is provided for each identified project. Consent for use in other identified project(s) is valid only if the

performer is also employed in the other identified project(s) or is deceased at the time the other identified project(s) commences production.

“Any consent that the performer granted during the performer’s lifetime shall continue to be valid after the performer’s death unless explicitly limited otherwise. In the event the performer is deceased at the time the Producer seeks consent (and the Producer has not already obtained consent during the performer’s lifetime or the performer’s consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased performer’s authorized representative cannot be identified or located) who represents the deceased performer’s exclusive rights as determined by applicable law.

“The day performer rate (including additional compensation for residuals as applicable) shall be the minimum for purposes of the bargaining referred to above with respect to use of a performer’s Employment-Based Digital Replica in connection with a motion picture other than one for which the performer was employed or in any other field or medium, except that use of the performer’s Employment-Based Digital Replica in a field or medium covered by a SAG-AFTRA collective bargaining agreement shall be subject to bargaining at no less than the minimum wages and residuals, if any, provided for in that collective bargaining agreement. No additional compensation shall be required for use of an Employment-Based Digital Replica that was created in connection with employment of a performer who was employed under Schedule F.

“(3) Independently Created Digital Replica

“The following applies to use of an ‘Independently Created Digital Replica’ in connection with a motion picture that commences principal photography on or after [*insert date that is the first Sunday that is 90 days after the AMPTP’s receipt of notice of ratification*].

“A Producer may use an Independently Created Digital Replica in connection with a motion picture for which the natural performer was not employed upon obtaining consent as required herein and bargaining for that use. Consent must be clear and conspicuous and obtained prior to exploitation in a writing signed by the natural performer that includes a reasonably specific description of the intended use.

“Any consent that the performer granted during the performer’s lifetime shall continue to be valid after the performer’s death unless explicitly limited otherwise. In the event the natural performer is deceased at the time the Producer seeks consent (and the Producer has not already obtained consent during the natural

performer's lifetime or the natural performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased natural performer's authorized representative cannot be identified or located) who represents the deceased natural performer's exclusive rights as determined by applicable law.

“Any compensation paid to the performer for use of the Independently Created Digital Replica shall be subject to pension or retirement and health contributions pursuant to Section 34 of the General Provisions of this Agreement or Section 22 of the Television Agreement, as applicable.

“No consent is required when the use is of the type protected by the First Amendment to the United States Constitution, including but not limited to instances when the First Amendment would protect a use for purposes of comment, criticism, scholarship, satire or parody, or would protect a use in a docudrama, or historical or biographical work.

“For clarity, this subparagraph [XX].A.(3) does not apply to use of an Employment-Based Digital Replica created pursuant to subparagraph [XX]A.(2) above in connection with a motion picture other than the one for which the performer was employed; the provisions of subparagraph [XX]A.(2)(b)(ii) apply instead.

“B. Digital Alteration

“This Section [XX].B. applies when a performer is employed by the Producer under this Agreement under a contract entered into on or after [*the first Sunday that is 90 days after the AMPTP's receipt of notice of ratification*] to render services as a performer in a motion picture and the Producer (directly or through a third party) digitally alters the performer's voice or likeness in that motion picture.

“The Producer must obtain the consent of the performer to digitally alter the performer's performance in photography or sound track previously recorded by the performer; provided, however, that no consent is required when the photography or sound track of the performer remains substantially as scripted, performed and/or recorded. Any consent required must be clear and conspicuous and include a reasonably specific description of the intended alteration(s). Consent may be obtained through an endorsement or statement in the performer's employment contract that is separately signed or initialed by the performer or in a separate writing that is signed by the performer.

“Any consent that the performer granted during the performer’s lifetime shall continue to be valid after the performer’s death unless explicitly limited otherwise. In the event the performer is deceased at the time the Producer seeks consent (and the Producer has not already obtained any required consent during the performer’s lifetime or the performer’s consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased performer’s authorized representative cannot be identified or located) who represents the deceased performer’s exclusive rights as determined by applicable law.

“C. For clarity, the Producer need not obtain the consent of the performer under Paragraphs A.(2) or B. above to perform post-production alterations, editing, arranging, rearranging, revising or manipulating of photography and/or sound track for purposes of cosmetics, wardrobe, noise reduction, timing or speed, continuity, pitch or tone, clarity, addition of visual/sound effects or filters, standards and practices,² ratings,³ an adjustment in dialogue or narration or other similar purposes, or under any circumstance when dubbing or use of a double is permitted under the Codified Basic Agreement or Television Agreement. Without limiting the foregoing, no consent is required under Paragraphs A.(2) or B. above for purposes of adjusting lip and/or other facial or body movement and/or the voice of the performer to a foreign language, or for purposes of changes to dialogue or photography necessary for license or sale to a particular market (*e.g.*, substitution of dialogue about an airplane crash for in-flight sales or altering dialogue to adhere to cultural norms for sale to a particular country).

“D. Claims for violation of this Section [XX] are arbitrable under Section 9 of the General Provisions of this Agreement or Section 50 of the Television Agreement, as applicable, and must be brought under those Sections. Remedies shall be limited to monetary damages.

“E. Except as explicitly set forth herein, it is understood that this Section [XX] does not expand or contract any existing rights and obligations under the Codified Basic Agreement and Television Agreement. Without limiting the generality of the foregoing, it is understood that nothing herein overrides Section 43 of the General Provisions.”

² The parties agree that adjustments for standards and practices means adjustments to adhere to stricter standards.

³ The parties agree that adjustments for ratings means adjustments to obtain a rating for a wider audience.

b. Generative Artificial Intelligence

Add a new Section XX.1. to the General Provisions of the SAG-AFTRA Codified Basic Agreement as follows:

“**[XX.1.] GENERATIVE ARTIFICIAL INTELLIGENCE**”

“The parties acknowledge that definitions of Generative Artificial Intelligence (‘GAI’) vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content based on those patterns (e.g., ChatGPT4, MidJourney, Dall-E2). It does not include ‘traditional AI’ technologies programmed to perform specific functions (e.g., CGI and VFX), such as those already used during all stages of motion picture production (e.g., pre-visualization, pre-production, production, post-production, distribution, marketing). The term GAI is used for convenience and this Section [XX.1] shall also apply to any technology that is consistent with the foregoing definition, regardless of its name.

“A. Use of Synthetic Performers Created Through Generative Artificial Intelligence

“The following applies to use of Synthetic Performers in a motion picture that commences principal photography on or after *[insert date that is the first Sunday that is 90 days after the AMPTP’s receipt of notice of ratification]*. A ‘Synthetic Performer’ is a digitally-created asset that: (1) is intended to create, and does create, the clear impression that the asset is a natural performer who is not recognizable as any identifiable natural performer; (2) is not voiced by a natural person; (3) is not a Digital Replica (as defined in Section [XX] above); and (4) no employment arrangement for the motion picture exists with a natural performer in the role being portrayed by the asset.

“The parties acknowledge the importance of human performance in motion pictures and the potential impact on employment under this Agreement when a Synthetic Performer created through a GAI system is used in a human role that would otherwise be performed by a human. For those reasons, the Producer agrees to give the Union notice and an opportunity to bargain in good faith over appropriate consideration, if any, if a Synthetic Performer is used in place of a performer who would have been engaged under this Agreement in a human role.

“The parties acknowledge that the Producers have customarily used digital technologies to generate non-human characters without the services of a performer covered under this Agreement, and that the foregoing does not apply to such uses.

“If a Producer intends to create, and does create, a Synthetic Performer with a principal facial feature (*i.e.*, eyes, nose, mouth and/or ears) that is recognizable as that of a specific natural performer through the use of such identified natural performer’s name and facial feature in the prompt to a GAI system, the Producer shall obtain such identified natural performer’s consent and bargain with such natural performer for the use of the Synthetic Performer in connection with a motion picture and no additional discussion with the Union, consideration or remuneration, is required under this Section [XX.1]. For clarity, the foregoing provision shall apply to each such identified natural performer if more than one specific natural performer’s recognizable principal facial feature is used in the described manner (*e.g.*, Performer 1’s eyes, Performer 2’s mouth). No consent is required when the use is of the type protected by the First Amendment to the United States Constitution, including but not limited to instances when the First Amendment would protect a use for purposes of comment, criticism, scholarship, satire or parody, or would protect a use in a docudrama, or historical or biographical work.

“Claims for violation of this Section [XX.1.] are arbitrable under Section 9 of the General Provisions of this Agreement or Section 50 of the Television Agreement, as applicable, and must be brought under those Sections. Remedies shall be limited to monetary damages.

“B. The Producers agree to meet regularly with the Union during the term of the 2023 SAG-AFTRA Codified Basic Agreement and 2023 SAG-AFTRA Television Agreement to discuss appropriate remuneration, if any, with respect to photography and/or sound track recorded under these Agreements or any predecessor Agreement that is used to train a GAI system for the purpose of creating Synthetic Performers for use in new motion picture content.

“C. Each Producer agrees to meet with the Union during the term of this Agreement at least semi-annually at the request of the Union and subject to appropriate confidentiality agreements to discuss and review information related to the Producer’s use and intended use of GAI in motion picture development and production, which may include discussion of efforts to ensure that use(s) of GAI mitigate against biases.

“D. The parties agree to meet six (6) months in advance of the expiration date of this Agreement to begin negotiations regarding this Section [XX.1].”

c. Digital Replication and Alteration of Background Actors

Add a new Section to Schedule X-I and Schedule X-II of the SAG-AFTRA Codified Basic Agreement as follows:

“[]”. **DIGITAL REPLICATION AND ALTERATION**¹

“This Section [] applies when a background actor is employed by the Producer under this Agreement on or after [*the first Sunday that is 90 days after the AMPTP’s receipt of notice of ratification*] to appear in a motion picture and, in connection with the background actor’s employment on the motion picture, the Producer (directly or through a third party):

“(i) requires the background actor to provide services for purposes of creating a Background Actor Digital Replica;

“(ii) uses a Background Actor Digital Replica as provided herein; or

“(iii) digitally alters the background actor’s voice or likeness.

“To the extent practicable, Producers shall endeavor to comply with the provisions of this Section [] on or after the first day of the term of this Agreement but prior to [*the first Sunday that is 90 days after the AMPTP’s receipt of notice of ratification*].

“For purposes of this Section, a ‘Background Actor Digital Replica’ of a background actor is a replica of the voice or likeness of the background actor which is created using digital technology with the background actor’s physical participation and is for the purpose of depicting the background actor in a scene in which the background actor did not actually appear.

“This Section [] does not apply to ‘tiling’ of background actors.

¹ “Except as explicitly set forth herein, it is understood that this Section [] does not expand or contract any existing rights and obligations under the Codified Basic Agreement and Television Agreement. Without limiting the generality of the foregoing, it is understood that nothing herein overrides Schedule X, Part I, Section 17(e) or Schedule X, Part II, Section 17.E., as applicable (regarding use of digital technology to double a background actor).

“A. Creation of Background Actor Digital Replicas

“(1) A Producer must notify a background actor no less than forty-eight (48) hours in advance of the time the background actor’s services are required to create a Background Actor Digital Replica, or at the time of booking if the background actor is booked less than forty-eight (48) hours in advance of the time the background actor’s services are required to create Background Actor Digital Replica. The Producer must obtain consent if it requires the background actor to provide services for purposes of creating the background actor’s Background Actor Digital Replica for use in connection with a motion picture. The consent must be clear and conspicuous and may be obtained through an endorsement or statement in the background actor’s employment paperwork or voucher that is separately signed or initialed by background actor or in a separate writing that is signed by the background actor.

“(2) When a background actor provides services for purposes of creating a Background Actor Digital Replica on the same day the background actor performs other work for the Producer under this Agreement, any time spent by the background actor in connection with creating the Background Actor Digital Replica shall be treated as work time.

“Producer will endeavor to schedule the background actor’s services for purposes of creating a Background Actor Digital Replica on a day when the background actor is also working for the Producer under this Agreement, when practicable.

“When a background actor provides services for purposes of creating a Background Actor Digital Replica on a day when the background actor does not perform other work for the Producer under this Agreement, the background actor shall be paid one (1) day’s pay.

“Notwithstanding the foregoing, no additional payment is due to a background actor for providing services for purposes of creating a Background Actor Digital Replica on a day when the Producer is required to pay the background actor for any services, a travel allowance, an allowance for a day not worked on an overnight location or a cancelled call; provided, however, that if the background actor is paid less than one (1) day’s pay for that day, the Producer shall also pay an additional amount necessary to reach one (1) day’s pay.

“B. Use of a Background Actor Digital Replica

“(1) Use in the Motion Picture for Which the Background Actor Was Employed

“(a) A Producer may use a background actor’s Background Actor Digital Replica in connection with a motion picture for which the background actor was employed, upon obtaining the background actor’s consent to the extent required herein. The Producer must obtain the background actor’s consent to use the Background Actor Digital Replica in new photography or sound track not previously recorded by the background actor; provided, however, that no consent is required when the photography or sound track remains substantially as scripted, performed and/or recorded.

“Consent must be clear and conspicuous and include a reasonably specific description of the intended use of the Background Actor Digital Replica in that motion picture. Consent may be obtained through an endorsement or statement in the background actor’s employment paperwork or voucher that is separately signed or initialed by the background actor or in a separate writing that is signed by the background actor. Any consent that the background actor granted during the background actor’s lifetime shall continue to be valid after the background actor’s death unless explicitly limited otherwise. In the event the background actor is deceased at the time the Producer seeks any required consent (and the Producer has not already obtained consent during the background actor’s lifetime or the background actor’s consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased background actor’s authorized representative cannot be identified or located) who represents the deceased background actor’s exclusive rights as determined by applicable law.

“(b) If the Producer uses a background actor’s Background Actor Digital Replica in the role of a principal performer, the background actor shall be paid the minimum rate for a performer for the number of production days that the Producer determines the background actor would have been required to work had the background actor instead been adjusted under Section 26 of Schedule A and performed those scene(s) in person. The Producer will make a good faith effort to estimate the number of production days utilizing objective criteria. Such compensation shall be treated as wages for all purposes.

“In the event the performance of the Background Actor’s Digital Replica in the role of a principal performer remains in the motion picture in a manner that would have entitled the background actor to residuals had the background actor been adjusted under Section 26 of Schedule A and performed those

scene(s) in person, the background actor shall be treated as having been adjusted under Section 26 of Schedule A and shall be entitled to residuals when the motion picture is exhibited in a market for which residuals are due. Residuals calculated under the time-and-salary units distribution formula shall be based on the total number of days and salary paid as a principal performer as per the preceding paragraph for the use of such background actor's Background Actor Digital Replica in the role of a principal performer. For purposes of residuals calculated under the rateable distribution formula, such background actor shall be treated as a day performer and assigned one (1) unit.

“(2) Use Other Than in the Motion Picture for Which the Background Actor Was Employed

“A Producer may not use a background actor's Background Actor Digital Replica in connection with a motion picture other than one for which the background actor was employed or in any other field or medium without obtaining the background actor's consent and bargaining separately for the use.

“Consent must be clear and conspicuous and include a reasonably specific description of the intended use. Consent must be obtained prior to use, but may not be obtained at the time of employment.

“Any consent that the background actor granted during the background actor's lifetime shall continue to be valid after the background actor's death unless explicitly limited otherwise. In the event the background actor is deceased at the time the Producer seeks consent (and the Producer has not already obtained consent during the background actor's lifetime or the background actor's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased background actor's authorized representative cannot be identified or located) who represents the deceased background actor's exclusive rights as determined by applicable law.

“The background actor daily minimum shall be the minimum for purposes of the bargaining referred to above with respect to use of a background actor's Background Actor Digital Replica in connection with a motion picture other than one for which the background actor was employed or in any other field or medium, except that use of the background actor's Background Actor Digital Replica in a field or medium covered by a SAG-AFTRA collective bargaining agreement shall be subject to bargaining at no less than the minimum wages and residuals, if any, provided for in that collective bargaining agreement.

“(3) Digital replication of background actors will not be used in lieu of hiring background actors necessary to fulfill the applicable coverage maximums for the scene(s) to be photographed. A Producer shall not use the Background Actor Digital Replica of a background actor to circumvent the engagement of that background actor.

“C. Digital Alteration

“The Producer must obtain the consent of the background actor to digitally alter the background actor’s appearance in photography or sound track previously recorded by the background actor; provided, however, that no consent is required when the photography or sound track of the background actor remains substantially as scripted, performed and/or recorded. Any consent required must be clear and conspicuous and include a reasonably specific description of the intended alteration(s). Consent may be obtained through an endorsement or statement in the background actor’s employment paperwork or voucher that is separately signed or initialed by the background actor or in a separate writing that is signed by the background actor.

“Any consent that the background actor granted during the background actor’s lifetime shall continue to be valid after the background actor’s death unless explicitly limited otherwise. In the event the background actor is deceased at the time the Producer seeks any required consent (and the Producer has not already obtained consent during the background actor’s lifetime or the background actor’s consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased background actor’s authorized representative cannot be identified or located) who represents the deceased background actor’s exclusive rights as determined by applicable law.

“In the event a background actor’s lip or facial movements are digitally altered to make it appear that the background actor is speaking line(s) and dialogue is included, the background actor shall be adjusted to a day performer pursuant to Section 26 of Schedule A of this Agreement.

“D. For clarity, the Producer need not obtain the consent of the background actor under Paragraphs B. or C. above to perform post-production alterations, editing, arranging, rearranging, revising or manipulating of photography and/or sound track for purposes of cosmetics, wardrobe, noise reduction, timing or speed, continuity, pitch or

tone, clarity, addition of visual/sound effects or filters, standards and practices,² ratings,³ an adjustment in dialogue or narration or other similar purposes, or under any circumstance when dubbing or use of a double is permitted under the Codified Basic Agreement or Television Agreement.

“E. Claims for violation of this Section [] are arbitrable under Section 55 and must be brought under that Section. Remedies shall be limited to monetary damages.”

30. **Late Payment** (Union Proposal No. 14)

Upon request of the Union, a Producer shall meet with the Union to discuss any concerns the Union may have regarding timely payment to performers and/or background actors, with the objective of finding ways to ensure that performers and background actors are paid on a timely basis in accordance with the requirements of the Agreements.

31. **Credits** (Union Proposal No. 7.A.)

The AMPTP agrees to issue the following letter to SAG-AFTRA:

“Dear Duncan:

“During the 2023 negotiations, the Union discussed the importance to the advancement of performers’ and background actors’ careers of accurate credits appearing on the IMDb website, which is commonly used by producers and casting directors for the purpose of verifying a performer’s or background actor’s previous work experience. This will confirm that the Producers agreed to make reasonable efforts to assist a performer whom it employed on a motion picture who is unable to obtain from other sources the corroborating information needed to correct or add a credit on IMDb. Background actors may contact the background casting agency through which they were hired if they are unable to obtain from other sources the corroborating information needed to correct or add a credit on IMDb. The AMPTP will contact the major background casting agencies to advise them that they should make reasonable efforts to assist a background actor in the event they are contacted by a background actor for this purpose.”

² The parties agree that adjustments for standards and practices means adjustments to adhere to stricter standards.

³ The parties agree that adjustments for ratings means adjustments to obtain a rating for a wider audience.

32. **Insurance** (Union Proposal No. 13)

- a. *Modify Section 23.A. of the General Provisions of the Codified Basic Agreement:*

“23. AIR TRAVEL AND FLIGHT INSURANCE

“A. Producer shall provide accidental death and dismemberment insurance for the benefit of the performer or the performer’s designated beneficiary in a principal sum not less than the highest amount provided for under any other collective bargaining agreement entered into by the Producer with any other Guild or Union, and in no event less than \$200,000.00 ~~\$100,000.00 to the performer or the performer’s designated beneficiary~~ when performer is required to travel by any means other than by air at the request of Producer, \$250,000.00 when the performer is required to travel by plane at the request of Producer, or \$350,000.00~~\$250,000.00~~ when performer is required to travel by helicopter at the request of Producer.”

- b. *Modify the penultimate paragraphs of Section 38 of Schedule X-I of the CBA and Section 39 of Schedule X-II of the CBA as follows:*

“...Accident insurance for death or dismemberment during air travel ~~or the necessary funds to purchase available vending machine insurance,~~ in an amount at least equal to the highest amount provided for by any other collective bargaining agreement entered into by the Producer with any other Guild or Union, shall be furnished at the expense of the Producer to each background actor required to travel by air in the course of his employment, but in no event shall such amount be less than the amount set forth in General Provisions, Section 23 herein \$100,000.00....”

33. **Animal Monitoring** (Union Proposal No. 1)

- a. *Modify the last two paragraphs of Section 44 of the General Provisions of the Codified Basic Agreement as follows:*

“A Producer may use American Humane or any other animal monitoring service mutually agreed upon between the parties. Producer shall notify SAG-AFTRA which animal monitoring service it has decided to use.

“The Producer shall notify the American Humane Association agreed-upon animal monitoring service prior to the commencement of any work involving an animal or animals and advise it of the nature of the work to be performed. Script

scenes involving animals shall be made available to the ~~American Humane Association~~ agreed-upon animal monitoring service.

“Representatives of the ~~American Humane Association~~ agreed-upon animal monitoring service may be present at any time during the filming of a motion picture when any animals are used.”

- b. SAG-AFTRA and the Producers recommend to the Trustees of the IACF that they continue to explore the possibility of awarding grants to animal monitoring services other than American Humane, subject to review by legal counsel.
- c. The Union and the Producers have agreed to the list of mutually acceptable animal monitoring services shown below. To the extent that a Producer wishes to use an animal monitoring service not on the list, it will contact the Union to discuss. It is understood that the Union and Producers may mutually agree to add additional animal monitoring services to this list during the term of the Agreements.
 - 1. American Humane (AH)
 - 2. Animal Protection Agency (APA)
 - 3. Movie Animals Protected (MAP)
 - 4. Royal Society for the Prevention of Cruelty to Animals (RSPCA)

34. **Reporting** (Union Proposal Nos. 33.A. and 36)

- a. The major studios agree to report foreign grosses separately from domestic grosses with respect to gross receipts-based residuals by certain dates – see attached Exhibit B.
- b. *Modify Section 19.B. of the General Provisions of the Codified Basic Agreement (and make conforming changes to Section 34(c) of the Television Agreement) as follows:*

“B. Producer shall furnish to the Union reports indicating the compensation paid, up to a maximum of \$500,000 (effective [*the first Sunday thirty (30) days after the AMPTP’s receipt of notice of ratification*], up to a maximum of \$1,000,000), to performers covered hereunder.”

35. Promotional Runs for Made-for-Network Television Programs on Linear Television
(Producers' Proposal No. 1)

Modify Section 18(b)(3) of the Television Agreement (and make conforming changes) as follows:

“(3) Promotional Launch Period

“The parties agree to the following for the purpose of encouraging the success of new dramatic free television series produced for a network or for The CW or My Network TV (excluding multi-part, closed-end pictures). No residual compensation shall be due to series contract or term contract performers under this Section 18 nor under Section 18.1 for the second run (which may be either on free television or basic cable) of three (3) programs chosen by the Producer from the first season of a series (including the pilot) subject to a maximum of twenty-five percent (25%) of the total number of episodes ordered (including the pilot), of the first three episodes broadcast (which may include the pilot) during the first production season, provided that the second run occurs within a two (2) month period following the initial exhibition of each program. (For example, if the total number of episodes, including the pilot, ordered in the first season of a series is eight (8) or nine (9), Producer may choose only two (2) episodes of the series (one of which may be the pilot) for a promotional run.) If such second run is on free television, it shall not constitute a ‘run’ for purposes of Section 18(b) of this Agreement. Producer shall be obligated to report any such run to the Union as required under this Section 18, even when the cast consists entirely of series contract and/or term contract performers and notwithstanding the fact that no payment shall be is due therefor.

“The Producer may not utilize this provision at any time after the series has been cancelled or a decision has been made not to order additional seasons or episodes.”

Make conforming changes.

36. Limited Theatrical Exhibitions Under the Television Agreement (Producers' Proposal No. 3)

a. *Modify subparagraph (1) of Sideletter Q (and make conforming changes to the other subparagraphs, including but not limited to subparagraphs (6)-(8)) to provide in lieu of the provisions in Section 19(a), (b), (c) and (d)(1) of the Television Agreement:*

“(1) If one or more episodes of a free television, pay television or basic cable series, one or more episodes of a High Budget SVOD series or multi-part, closed-end

series mini-series (as defined in Sideletter H re: Programs Made for New Media), either alone or in combination with another episode of the same or different series, or a long-form television motion picture made for free television, pay television or basic cable or a one-time High Budget SVOD Program 66 minutes or more in length, (but not one that is a High Budget SVOD Program) is exhibited theatrically with an admission charge after its initial exhibition on television (or initial availability on a subscription consumer pay platform in the case of a High Budget SVOD Program, High Budget SVOD series or multi-part, closed-end series mini-series), the Producer shall pay to the Union, for rateable distribution to the performers, an amount equal to nine percent (9%) of the ‘Distributor’s gross receipts’ derived from licensing the theatrical exhibition rights and, for this purpose, shall include the fair market value of any in-kind consideration, provided that:

- “(a) The theatrical exhibition shall take place at least twenty-four (24) hours after the episode's initial telecast (or, for a High Budget SVOD series or multi-part, closed-end series mini-series, at least twenty-four (24) hours after the episode has been made available for viewing on the streaming service) or at least thirty (30) days after the initial telecast of a long-form television motion picture or at least forty (40) consecutive days after the one-time High Budget SVOD Program 66 minutes or longer has been made available for exhibition on a streaming service;
- “(b) The theatrical exhibition shall not exceed eight (8) days, which need not be consecutive, unless the initial theatrical exhibition takes place more than one year after the initial telecast (or, for High Budget SVOD series or mini-series, more than one year after the initial availability for viewing on the streaming service), in which case there is no limit on the length of the theatrical exhibition;”

- b. Renew the sunset clause in Sideletter Q concerning limited theatrical exhibitions.
- c. *Modify Section 19(k) of the Television Agreement to provide as follows:*

“(k) When a television motion picture or covered New Media program ~~pilot or an episode of a series which has not ended its initial run~~ is exhibited theatrically for promotional purposes, no admission fee is charged and no remuneration is received by the Producer or the Producer’s licensee in consideration for the use of the motion picture, no payment shall be due hereunder. SAG-AFTRA agrees to give good faith consideration to any request for a waiver of the payment due under this Section 19 in any

other circumstance when no monies are paid to the Producer or the Producer's licensee in consideration for the use of the motion picture.”

37. **Soft Pick-up Dates for Daily and Weekly Performers** (Producers' Proposal No. 5.a.)

- a. *Modify Section 6 of Schedule A of the Codified Basic Agreement (and make conforming changes, including but not limited to [Schedules that incorporate Schedule A], Sections 73 and 75 of the Television Agreement) to provide an additional exception to the consecutive days of employment provisions, including for a “major role performer” as follows:*

A performer engaged by the day on an episode of an episodic series or a part of a multi-part, closed-end picture may be recalled for any purpose in connection with performer's work on such episode or part after a lapse of ten (10) days without payment for intervening time. Producer shall give the performer a soft pick-up date for the subsequent call at the time of the performer's original employment. The soft pick-up date shall operate as follows:

- i. Should performer obtain a *bona fide* offer of employment that would require the performer's services within four (4) days prior to or four (4) days after the soft pick-up date, performer shall promptly notify the Producer. The Producer will have a twenty-four (24) hour period (excluding Saturdays, Sundays and holidays) to either guarantee a pick-up date or, alternatively, modify the soft pick-up date so as not to interfere with performer's *bona fide* offer of employment.
- ii. Soft pick-up dates may be utilized up to three (3) times per performer per episode or part, as applicable. However, if Producer modifies a performer's soft pick-up date to accommodate a performer (including if a modification is in accordance with subparagraph i. above), such soft pick-up date shall not count as one of the soft pick-up dates for such episode or part.
- iii. Producer need not provide the second soft pick-up date to performer until the completion of the acting services associated with the first soft pick-up date. Similarly, Producer need not provide a third soft pick-up date to performer until the completion of the acting services associated with the prior soft pick-up date.
- iv. Soft pick-up dates are subject to performer's professional availability.
- v. If a performer is picked up as a three-day or weekly performer during any of the three (3) soft pick-ups, the performer's negotiated three-day or weekly rate, but no less than

the applicable scale rates, and contract provisions for such employment will apply to performer during that employment period.

- b. *Modify Section 15.D. of Schedule B and Section 15.C. of Schedule C of the Codified Basic Agreement (and make conforming changes, including but not limited to [Schedules that incorporate Schedules B or C], Sections 73 and 75 of the Television Agreement) to provide an additional exception to the consecutive days of employment provisions, including for a “major role performer,” as follows:*

A freelance performer engaged by the week on an episode of an episodic series or on a part of a multi-part, closed-end picture may be recalled for any purpose in connection with performer’s work on the episode or part, as applicable, after a lapse of ten (10) days without payment for intervening time. (For a “major role performer” employed on a High Budget SVOD Program who is released prior to completion of the guaranteed period of employment, the ten (10) day lapse shall be measured from the date of release.) Soft pick-up date(s) as provided in Item 37.a. above shall apply, except only two (2) soft pick-up dates may be used per performer per episode. If performer is recalled on a daily basis, payment for the pick-up date(s) must be paid at the performer’s *pro rata* daily rate, but not less than daily scale, and the contract provisions applicable to a day performer will apply during that work period. If a performer is recalled on a three-day basis, payment for the pick-up date(s) must be paid at the performer’s negotiated rate, but not less than the three-day scale rate, and the contract provisions applicable to a three-day performer will apply during that work period.

38. **Modified Deal Performer and Modified Guest Performer** (Producers’ Proposal No. 5.b.)

Add a new Section 4.1 to the Television Agreement (and make conforming changes to Schedule C (and related Schedules) of the Codified Basic Agreement) to provide:

4.1 MODIFIED DEAL PERFORMER CONTRACTS AND MODIFIED GUEST PERFORMER CONTRACTS

“(a) **Modified Deal Performer Contracts**

“A performer who is guaranteed not less than \$21,538 (to be increased by any general wage increase in each year of the Agreement) per episode of an episodic series or per part of a multi-part, closed-end picture, as applicable, may be engaged under a Modified Deal Performer contract. Under a Modified Deal Performer contract, total work time may not exceed ten (10) days times the number of episodes or parts guaranteed, as applicable, and the overall production period may not exceed thirty (30) calendar days times the number of episodes or parts guaranteed, as applicable.

Additional days beyond the permitted total work time shall be paid at the performer's *pro rata* daily rate, but not less than daily scale. The performer may bargain freely with respect to work dates within the overall production period and work dates do not need to be consecutive. The Producer is not obligated to pay for intervening days between non-consecutive work dates on an episode or part, provided that the work dates are within the overall production period. Unless otherwise provided in the performer's individual contract, the Producer shall have the right to intermingle episodes or parts, as applicable, and to require the performer to perform in more than one (1) episode or part, as applicable, in a day. A performer engaged under a Modified Deal Performer contract shall be subject to Schedule C. It is understood that the provisions of Section 2(c) regarding 'major role performer' do not apply to a performer engaged under a Modified Deal Performer contract, regardless of whether the performer meets the definition of a 'major role performer.'

“(b) Modified Guest Performer Contracts

“A performer who is guaranteed not less than \$14,000 (to be increased by any general wage increase in each year of the Agreement) per episode or per part may be engaged under a Modified Guest Performer contract. Under a Modified Guest Performer contract, total work time may not exceed eight (8) days times the number of episodes or parts guaranteed, as applicable, and the overall production period may not exceed twenty-three (23) calendar days times the number of episodes or parts guaranteed, as applicable. Additional days beyond the permitted total work time shall be paid at the performer's *pro rata* daily rate, but not less than daily scale. The performer may bargain freely with respect to work dates within the overall production period and work dates do not need to be consecutive. The Producer is not obligated to pay for intervening days between non-consecutive work dates on an episode or part, provided that the work dates are within the overall production period. Unless otherwise provided in the performer's individual contract, the Producer shall have the right to intermingle episodes or parts, as applicable, and to require the performer to perform in more than one (1) episode or part, as applicable, in a day. A performer engaged under a Modified Guest Performer contract shall be subject to Schedule C. It is understood that the provisions of Section 2(c) regarding 'major role performer' do not apply to a performer engaged under a Modified Guest Performer contract, regardless of whether the performer meets the definition of a 'major role performer.'

“(c) Work days during the first thirty (30) days following engagement for a Modified Deal Performer or the first twenty three (23) days for a Modified Guest Performer shall be scheduled and communicated to the performer at the time of engagement; all other work days shall be scheduled on an 'on or about' basis and communicated to the performer at least fourteen (14) days in advance. If notice of work

days is not provided within the time frames set forth in the preceding sentence, such work days are subject to the performer's professional availability. Nothing shall preclude the performer and the Producer from agreeing to amend, modify, postpone or cancel work dates which have been previously provided to the performer.

“(d) When ‘total applicable minimum salary’ is used to calculate residuals, the ‘total applicable minimum salary’ for a Modified Deal Performer shall be double weekly scale (*i.e.*, 10 work days) per episode or part guaranteed, and the ‘total applicable minimum salary’ for a Modified Guest Performer shall be one and six-tenths weekly scale (*i.e.*, 8 work days) per episode or part guaranteed, plus prorated weekly scale for any additional work days beyond the permitted total work time.”

Make conforming changes.

39. Franchise Projects

For purposes of this provision, a “franchise” is defined as a series of related projects that have common settings, characters and/or storylines.

a. Intervening Days on Franchise Projects (Producers' Proposal No. 5.d.)

Modify Section 6.A.(5) of Schedule A, Section 15.D.(5) of Schedule B and Section 15.C.(5) of Schedule C to the Codified Basic Agreement (and make conforming changes, including but not limited to the Schedules that incorporate Schedules A, B or C and the Television Agreement as applicable) with respect to projects that are part of the same franchise (as defined below), including, but not limited to theatrical and television motion pictures, High Budget SVOD programs, episodic series and multi-part, closed-end pictures (individually referred to as a ‘Franchise Project’) to provide that consecutive employment provisions do not apply to a performer who is employed on more than one Franchise Project for days intervening between workdays on one Franchise Project for which the performer is otherwise employed or paid for work on another Franchise Project. In the event that a given day is a hold day on multiple Franchise Projects, the performer need only be paid for one hold day, at the highest applicable rate. However, in no event will the application of this provision reduce the guarantee of employment for either Franchise Project.

b. Reuse of Photography or Sound Track in Franchise Projects (Producers' Proposal No. 4.a.)

With respect to projects that are part of the same franchise (as defined above) including, but not limited to theatrical films, episodic series, multi-part, closed-end pictures and

one-time High Budget SVOD Programs (each individually referred to as a “Franchise Project”), modify Section 22 of the General Provisions of the Codified Basic Agreement and Section 36 of the Television Agreement to allow for consent of reuse of photography or sound track from one Franchise Project in another Franchise Project (including for purposes of recapping the story to date and/or refreshing the recollection of the audience via flashbacks) to be obtained at the time of employment; however, consent must be obtained in an agreement separate from the performer’s employment contract (and shall not be obtained at the time of employment) for the reuse of (i) nude photography or (ii) a “bloopers” excerpt that was not included in the original Franchise Project as originally exhibited (but not including deleted or alternative scenes that are not characterized as a “bloopers”).

The minimum compensation due for such reuse shall be the day performer minimum; however, the foregoing does not alter the current exceptions to the reuse provisions under which there is no obligation to bargain and/or pay. This provision shall only apply to motion pictures and programs produced under the successor agreements to the 2020 Codified Basic Agreement and Television Agreement and may not supersede the terms of a personal services agreement.

40. **Increase the “Distributor’s Foreign Gross” Thresholds for Foreign Telecasting Payments** (Producers’ Proposal No. 17)

Modify the first paragraph of Section 18(c)(4) of the Television Agreement to provide as follows for programs that have not yet been released for foreign telecasting as of [the first Sunday following the AMPTP’s receipt of notice of ratification]:

“(4) After performer has received a total of thirty-five percent (35%) of his total applicable minimum salary with respect to any picture, all performers in the aggregate shall be paid three and six-tenths percent (3.6%) of the “Distributor’s Foreign Gross” in excess of:

“a) \$365,000 (\$375,950 for programs initially released to foreign telecasting on or after [the first Sunday following the AMPTP’s receipt of notice of ratification]) in Distributor’s Foreign Gross for one-half (½) hour programs;

“b) \$730,000 (\$751,900 for programs initially released to foreign telecasting on or after [the first Sunday following the AMPTP’s receipt of notice of ratification]) in Distributor’s Foreign Gross for one (1) hour programs;

“c) \$1,860,000 (\$1,915,800 for programs initially released to foreign telecasting on or after [the first Sunday following the AMPTP’s receipt of notice of

ratification]) in Distributor’s Foreign Gross for programs more than one (1) hour in length but not more than two (2) hours in length;

“d) \$3,120,000 (\$3,213,600 for programs initially released to foreign telecasting on or after [the first Sunday following the AMPTP’s receipt of notice of ratification]) in Distributor’s Foreign Gross for programs more than two (2) hours in length but not more than three (3) hours in length;

“e) \$4,170,000 (\$4,295,100 for programs initially released to foreign telecasting on or after [the first Sunday following the AMPTP’s receipt of notice of ratification]) in Distributor’s Foreign Gross for programs more than three (3) hours in length but not more than four (4) hours in length;

“f) \$5,210,000 (\$5,366,300 for programs initially released to foreign telecasting on or after [the first Sunday following the AMPTP’s receipt of notice of ratification]) in Distributor’s Foreign Gross for programs more than four (4) hours in length but not more than five (5) hours in length;

“g) \$6,250,000 (\$6,437,500 for programs initially released to foreign telecasting on or after [the first Sunday following the AMPTP’s receipt of notice of ratification]) in Distributor’s Foreign Gross for programs more than five (5) hours in length but not more than six (6) hours in length; and

“h) for programs in excess of six (6) hours, the above applicable thresholds will increase proportionately.”

Make conforming changes.

41. **Self-Identification Data** (Producers’ Proposal No. 21)

Add a new paragraph to Section 26.B. of the Codified Basic Agreement and Section 59.(b) of the Television Agreement (make conforming changes) to provide:

“The parties recognize that self-identification information is useful in expanding access to employment opportunities for underrepresented groups and for tracking the success of their efforts to diversify the workforce.

“To the extent that the Union has aggregated diversity statistics concerning individuals employed under this Agreement or the Television Agreement, the Union agrees to share the information with the AMPTP or the Producer upon request, but no more frequently than once

per year. To the extent that the Producer has aggregated diversity statistics concerning employees, the Producer agrees to share the information with the Union upon request, but no more frequently than once per year.”

42. **Eliminate Obligation to Provide Casting Data Reports** (Producers’ Proposal No. 22)

Modify Section 26.B. of the General Provisions of the Codified Basic Agreement and Section 59.(b) of the Television Agreement to eliminate the requirement for the Producer to provide the Casting Data Reports in Exhibits B and B-1 of the Codified Basic Agreement and Exhibits E and E-1 of the Television Agreement. During the term of the Agreements, the parties agree to convene a meeting(s) to discuss methods to collect and track data and information related to diversity, inclusion and equity of performers and background actors working under the terms of the Agreements.

43. **Inspection Rights under the Sideletter re Programs Made for New Media and the Sideletter re Exhibition of Motion Pictures Transmitted Via New Media** (Producers’ Proposal No. 23)

a. *Modify Paragraph J. of the Sideletter re Programs Made for New Media as follows:*

J. Agreements

“On an ~~semi~~-annual basis, within thirty (30) calendar ~~ten (10) business~~ days after such request, the Producer shall provide for inspection by the Union's designated employee or auditor, at Producer's premises in Los Angeles, full access* to all unredacted license, distribution, and other agreements pertaining to exploitation of covered motion pictures on domestic and foreign New Media platforms that were entered into during the immediately preceding inspection. Alternatively, the Producer may elect to provide the Union with such access remotely or over the internet, such as through a secured link or digital locker. In any subsequent ~~semi~~-annual inspection, the Union's designated employee or auditor may re-inspect any agreements previously inspected and inspect any agreements not previously inspected.

“The provisions of this Section G. do not apply to agreements relating to a multichannel video programming distributor (‘MVPD’) or any similar service that currently exists or may hereafter be developed.”

FN *: “Full access includes access to all agreements, notwithstanding any confidentiality clause contained therein, and access to all sideletters, exhibits, addenda, and other ancillary documents.”

- b. *Provided that the parties agree to renew the Sideletter re Exhibition of Motion Pictures Transmitted Via New Media, modify Paragraph 4.B. to provide as follows:*

“B. Agreements and Data

“On an ~~semi~~-annual basis, within thirty (30) calendar ~~ten (10) business~~ days after such request, the Producer shall provide for inspection by the Union’s designated employee or auditor, at Producer’s premises in Los Angeles, full access¹⁰ to all unredacted license, distribution, and other agreements pertaining to New Media exploitation of covered pictures that were entered into during the immediately preceding six (6) months. Alternatively, the Producer may elect to provide the Union with such access remotely or over the internet, such as through a secured link or digital locker. In any subsequent ~~semi~~-annual inspection, the Union’s designated employee or auditor may re-inspect any agreements previously inspected and inspect any agreements not previously inspected.

“Upon request, in a manner to be mutually agreed upon in good faith, the Producer shall expeditiously provide, or make available, to the Union data in its possession or control, or the possession or control of its related distribution entities, regarding the New Media exploitation of covered pictures, such as number of downloads or streams by source and ad rates.

“The provisions of this Paragraph B. of Paragraph 4 do not apply to agreements relating to an MVPD or any similar service that currently exists or may hereafter be developed.”

FN 10: “Full access includes access to all agreements, notwithstanding any confidentiality clause contained therein, and access to all sideletters, exhibits, addenda, and other ancillary documents.”

44. **Tri-Guild Audit** (Union Proposal No. 48)

The Producers agree to renew the Unpublished Sideletter re: Funding of Tri-Guild Audit Program, with an increase in their funding to \$426,650 for the period July 1 through June 30

of each year of the term of the Agreements, and no more than an aggregate amount of \$1,279,950 during the term of the Agreements; provided, however, that unused amounts in the first or second year of the Agreements may be carried over for use in the second or third year of the Agreements.

The Producers' obligation to fund the Tri-Guild Audit Program shall not become effective until the first quarter starting on or after the AMPTP's receipt of notice of ratification.

45. **Arbitration** (Union Proposal No. 2)

- a. Modify the existing Los Angeles Arbitration Panel as shown below:

Los Angeles Arbitration Panel

Sara Adler
Norman Brand
Mark Burstein
Douglas Collins
Kathy M. Fragnoli
Joel Grossman
Fred Horowitz
Stuart Mandel
Sol Rosenthal
Najeeb Khoury
Gail Migdal Title

- b. Modify the existing New York Arbitration Panel as shown below:

New York Arbitration Panel

Ralph S. Berger
Melissa Biren
Noel Berman
Andrea Christensen
Joan Parker
Martin Scheinman
Janet Malesom Spencer
Carol Wittenberg

Make conforming changes to Section 9.F.(3) of the General Provisions of the Codified Basic Agreement and Section 50(f)(3) of the Television Agreement to reflect the number of agreed-upon arbitrators on the Los Angeles and New York Arbitration Panels.

46. **Sunset Clauses** (Producers' Proposal No. 26)

All of the provisions of the 2020 SAG-AFTRA Codified Basic Agreement and Television Agreement shall continue and all sunset clauses renewed for the term of the successor agreements, including:

- a. Renew the following provisions in the Codified Basic Agreement:
 - i. Schedule A, Section 32.F.(5) (Travel Time – Rules and Definitions, Studio Zone (New York))
 - ii. Schedule B, Section 44.A.(5) (Travel Time, Studio Zone (New York))
 - iii. Schedule C, Section 41.A.(5) (Travel Time, Studio Zone (New York))
 - iv. Schedule E, Section 32.A.(5) (Travel Time, Studio Zone (New York))
 - v. Schedule K, Part I, Section 22.E.(5) (Travel Time – Rules and Definitions, Studio Zone (New York))
 - vi. Schedule K, Part II, Section 27.A.(5) (Travel Time, Studio Zone (New York))
 - vii. Sideletter No. 21 Re Programs Made For New Media (as modified in the 2023 negotiations)
 - viii. Sideletter No. 22 Re Exhibition of Motion Pictures Transmitted Via New Media
- b. Renew the following provisions in the Television Agreement:
 - i. Section 19(c)(5) (Additional Compensation For Theatrical Rights - Special Residual Provisions for Long-Form Television Motion Pictures)
 - ii. Sideletter B-1 (Waiver re Domestic Free Television Residuals for Long-Form Television Motion Pictures)
 - iii. Sideletter K (Special Conditions for Pilots, Presentations and New Series)
 - iv. Sideletter H Re Programs Made For New Media (as modified in the 2023 negotiations)

- v. Sideletter I Re Exhibition of Motion Pictures Transmitted Via New Media
 - vi. Sideletter Q Re Limited Theatrical Exhibition of Series Episode(s) and MOWs (as modified in the 2023 negotiations).
 - vii. Sideletter re Treatment of Made-For Television Motion Pictures and SVOD Programs When Initial Exhibition is on a Different Platform on Television or in New Media.
- c. Renew the Unpublished Sideletter re “Bundled” Subscription Consumer Pay Platforms dated July 1, 2020, with the following modifications (see Exhibit A for contract language):
- i. Clarify that as to “bundled” subscription consumer pay platforms, these provisions apply to the determination of the applicable subscriber tier under the Codified Basic Agreement/Television Agreement, rather than the number of subscribers.
 - ii. Conform the unpublished Sideletter re: “Bundled” Subscription Consumer Pay Platforms so that the applicable foreign subscriber tier for “bundled” subscription consumer pay platforms shall be determined in the same manner as the domestic subscriber tier.
- d. *Renew and update the Sideletter re HBO Max to the SAG-AFTRA Codified Basic Agreement and Television Agreement to provide:*

“The parties have discussed a new media over-the-top (“OTT”) platform called ‘Max’. The purpose of this Sideletter is to confirm the parties’ agreement concerning the application of the Agreement to Max. This agreement was renewed as provided herein during the negotiations for successor agreements to the 2020 SAG-AFTRA Agreements.

“Max offers over-the-top delivery of HBO's pay television service and carries all of that service's programming (such programming will be referred to collectively as the ‘Pay Television Service’). Max also offers motion pictures and programs initially exhibited in theatrical and television markets (such motion pictures and programs will be referred to as ‘Library Content’). Finally, Max offers original New Media productions made for initial exhibition on Max.

“Consumers can access Max by subscribing to Max directly. In addition, some subscribers to the Pay Television Service (such as those who subscribe to HBO

through DIRECTV, AT&T TV or AT&T U-verse TV, and other third party video distributors) will be given the opportunity to access Max at no additional charge by authenticating their Pay Television Service subscription and then accessing the Max platform via a log-in process. In the future, consumers may also be able to access and subscribe to Max through other means, since Max is actively negotiating with other carriers and services to offer Max through their respective platforms.

“Based on the foregoing facts, the parties reached the following understanding:

“1. All programs or motion pictures, including Library Content, made available or exhibited on the Pay Television Service and, therefore, made available on Max shall be treated as though exhibited on HBO's over-the-top pay television service pursuant to Sideletter No. 30 to the Codified Basic Agreement or Sideletter U to the Television Agreement re: Over-the-Top Service of Pay Television Service, as applicable.

“2. Programs Made for HBO: With respect to programs made for initial exhibition on the Pay Television Service, the percentage residual payment set forth in Section 78(c)(1) shall apply if a program is available on the Pay Television Service and, therefore, on Max, even if the program is available on only one of those services or platforms.

“3. Library Content: Except as provided in Paragraph 1 above, exhibition on Max of: (1) covered theatrical motion pictures, the principal photography of which commenced on or after July 1, 1971; (2) television motion pictures covered under this Agreement or any prior Screen Actors Guild Television Agreement, the principal photography of which commenced on or after July 20, 1952; (3) television motion pictures produced under Exhibit A or The CW Supplement to the 2011 or any predecessor AFTRA Network Code, the principal photography of which commenced on or after November 16, 1973; and (4) programs produced primarily for the videodisc/videocassette market under Section 2.A.(1) of Exhibit E to the 2011 or any predecessor AFTRA Network Code, the principal photography of which commenced on or after November 16, 1973 shall be subject to the percentage residual formula set forth in Paragraph 1.A. (‘License for Limited Period or Fixed Number of Exhibitions’) of Sideletter No. 22 to the Codified Basic Agreement or Sideletter I to the Television Agreement re: Exhibition of Motion Pictures Transmitted via New Media, as applicable.

“4. Programs Made for Max: Programs made for initial exhibition on Max shall be classified as programs made for a subscription consumer pay platform (‘SVOD’). The number of subscribers to Max for purposes of Sideletter No. 21 to the Codified Basic Agreement and Sideletter H to the Television Agreement re: Programs Made

for New Media shall include those who subscribe to Max directly, as well as those who access Max by authenticating their Pay Television Service and logging in to the Max platform.¹

“Subscribers to the Pay Television Service who are not offered access to Max through their third-party video distributor, and who do not subscribe directly to Max, will not be included as a Max subscriber. Likewise, Pay Television subscribers who are given the opportunity to access Max at no additional charge, but who do not actually authenticate their Pay Television Service subscription or otherwise 'opt in' to access the Max platform, shall not be included as Max subscribers.

“The parties recognize that Max is a new and emerging platform, and that its business model is subject to change. Therefore, the provisions of this Agreement shall expire on the termination date of the 2023 SAG-AFTRA Agreements and will be of no force and effect thereafter; however, this Agreement shall continue to apply to programs, the principal photography of which commenced on or before the termination date of this Agreement, or which were subject to a license agreement entered into on or before the termination date of this Agreement. No later than sixty (60) days before the termination date of the 2023 SAG-AFTRA Agreements, the parties will meet to negotiate any changes to this Agreement.”

^{FN1} Should access to Max be offered at no additional charge with the sale of a product or another subscription or service fee, only those individuals who log in to the Max platform will be counted as a Max subscriber. Further, individuals who access Max on a promotional basis at no additional charge for no more than thirty (30) days will not be counted as Max subscribers.

47. Union Drafting Items/Housekeeping

- a. *Modify Section 57 of the General Provisions of the Codified Basic Agreement as follows:*

“57. DUBBING

“With respect to theatrical motion pictures produced under this Agreement, the principal photography of which commences on or after ~~July 1, 2020~~ [the first Sunday after the AMPTP’s receipt of notice of ratification], the sound track of which is dubbed by Producer, or by a contractor engaged by Producer, in the United States, into a language other than English, Producer agrees that the dubbing performers shall be accorded substantially equivalent economic terms to those provided in the Screen Actors Guild Modification (Dubbing) Agreement of ~~2001~~2023 (‘Dubbing Agreement’).”

b. Exhibit G

- i. Modify Section 31.A.(1) (“Production Time Reports”) of the General Provision of the Codified Basic Agreement and Section 27(a)(1) of the Television Agreement to provide that the Producer may reflect if a performer is only rehearsing or not photographed that day by writing “Not Photographed,” “NP” or other similar notation as appropriate. For the avoidance of doubt, a performer’s initials or signature shall not constitute acceptance of such notation on the report, and the performer shall not be deemed to have waived any right to file a timely claim; however, performers will not be permitted to cross out such notations or alter the time report in any manner. If a performer disputes some or all of the information pertaining to their individual information, performers may check a box next to their signature on the time report reflecting same.
- ii. Union will update the Production Time Report (“Exhibit G”) to include a checkbox for performer objections as referenced in Item 47.b.i. above.
- c. Replace gender-specific pronouns in the Codified Basic Agreement and the Television Agreement with gender-neutral nouns such as “employee” or “individual,” provided that such replacement does not result in any grammatical errors or substantive changes.
- d. Replace references to the American Appraisal Company with IRS Publication 946 (Schedule B, Section 34; Schedule C, Section 31; and Schedule K-II, Section 23).
- e. Revise references to the “the so-called ‘Phantom Stage’ at Universal City Studios” to refer to “the so-called ‘Phantom Stage’ at Universal City Studios (when it existed).” (Section D.(2) of the General Provisions of the Codified Basic Agreement; Schedule A, Section 25.A.; Schedule K-I, Section 20.)
- f. Drafting item regarding stunt coordinators’ participation in gross receipts based residuals to be discussed during drafting.
- g. Delete references to “Charlie Chan” in the Codified Basic Agreement. (Schedule A, Section 33; Schedule B, Section 37; Schedule C, Section 34; Schedule E, Section 27; and Schedule F, Section 14.)
- h. Update Section 83 of the Television Agreement as follows:
 - i. Replace references to the 2014-2017 or 2018-2021 Network Code with the 2021-2024 Network Code.

- ii. Incorporate the exclusivity provisions from the Memorandum of Agreement of August 22, 2022 between SAG-AFTRA and the AMPTP.
- i. Update Section 23 of the Television Agreement to incorporate the exclusivity provisions from the Memorandum of Agreement of August 22, 2022 between SAG-AFTRA and the AMPTP.
- j. Revise Section 61 of the General Provisions, Section 70 of Schedule X, Part I and Section 65 of Schedule X, Part II of the 2020 Codified Basic Agreement (substituting “background actors” for “performers” in Schedule X, Parts I and II), and Section 81 of the 2020 Television Agreement as follows:

“61. WAIVER OF NEW YORK CITY EARNED SAFE AND SICK TIME ACT AND OTHER SIMILAR LAWS

“The Union expressly waives, to the full extent permitted by law, the application of the following to all employees employed under this Agreement: the New York City Earned Safe and Sick Time Act of 2013 (N.Y.C. Admin. Code, Section 20-911 *et seq.*); the New York State paid sick leave law **Paid Sick Leave Law** of 2020 (Part J of Senate-Assembly Bill A9506-b/S7506-b, including subparagraph 9 of Part J); the Westchester County Earned Sick Leave Law (Section 700.36 *et seq.* of the Laws of Westchester County); **New York Labor Law Section 196-B**; **the Chicago Paid Sick Leave Ordinance** (Section 4-24-105-045-**6-105-045** of the Municipal Code of Chicago); the Cook County Earned Sick Leave Ordinance (Ordinance No. 16-4229-**Chapter 42, Article I, Section 42-1 et seq. of the Cook County Code**); the San Francisco Paid Sick Leave Ordinance (San Francisco Administrative Code Section 12W); **the San Francisco Public Health Emergency Leave Ordinance (San Francisco Police Code Article 33P)**; the Paid Sick Leave Ordinance of Berkeley, California (Municipal Code-Chapter 13.100 **of the Berkeley Municipal Code**); all requirements pertaining to “paid sick leave” in Chapter 37 of Title 5 of the Municipal Code of Emeryville, California (including, but not limited to, Chapter 37.01.e, **Chapter 37.01.(e)**, 37.03, 37.07.a)1)B.ii. **37.07(a)(1)(ii)(B)**, and 37.07.(f)); **the City of Los Angeles Emergency Order regarding Supplemental Paid Leave Due to COVID-19 (issued April 7, 2020)**; the Los Angeles County COVID-19 Worker Protection Ordinance; **(Title 8, Chapter 8.200 of the Los Angeles County Code)**; **Los Angeles County Employee Paid Leave for Expanded Vaccine Access Ordinance (Title 8, Chapter 8.205 of the Los Angeles County Code)**; **the Long Beach COVID-19 Paid Supplemental Sick Leave Ordinance (Chapter 8.110 of the Long Beach Municipal Code)**; the Oakland **Paid Sick Leave Law (Municipal Code-Section 5.92.030 of the Oakland Municipal and Planning Codes)**; **the West Hollywood Sick Pay Ordinance (Section 5.130.030 of the West Hollywood Municipal Code)**; **the Santa Monica Paid Sick Leave Ordinance**

(Chapter 4.62.025 of the Santa Monica Municipal Code (~~enacted by Ordinance No. 2509~~); **the Tacoma Paid Sick Leave Ordinance (Title 18, Chapter 18.10 of Title 18 of the Tacoma Municipal Code of the City of Tacoma, Washington (enacted by Ordinance No. 28275)**); **the Arizona Earned Paid Sick Time Law (Article 8.1 of Title 23, Chapter 2 of the Arizona Revised Statutes; A.R.S. section 23-371 et seq.)**; the New Jersey Paid Sick Leave Act (~~C.34:11-56a~~ **N.J.S.A. 34:11D-1 et seq.**); **the Bloomfield Sick Leave for Private Employees Ordinance (Chapter 160-463 of the Ordinances Code of the Township of Bloomfield, New Jersey (enacted by Ordinance No. 15-10)**); the **East Orange Paid Sick Leave Ordinance Paid Sick Time for Private Employees Ordinance (Chapter 140 of the Code of the City of East Orange, New Jersey (Ordinance No. 21-2014; East Orange Code Chapter 140, Section 1 et seq.)**); **the Jersey City Paid Sick Time Law of Jersey City, New Jersey (Chapter 4 of the Code of the City of Jersey City, New Jersey the Jersey City Municipal Code)**); **the New Brunswick Paid Sick Time and Paid Safe Time Leave Ordinance (Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey)**); **the Plainfield Sick Leave for Private Employees and City Employees Ordinance (Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey)**; the Sick Leave for Private Employees Ordinances of Elizabeth (Ordinance No. 4617); **the Irvington Paid Sick Time Ordinance (Ordinance No. MC-3513) Chapter 277, Article I of the Code of the Township of Irvington, New Jersey)**; **the Montclair Paid Sick Leave Ordinance (Chapter 132, Article I of the Code of the Township of Montclair, New Jersey)**; **the Morristown Paid Sick Leave Ordinance (Ordinance No. O-35-2016 Article XV, § 2-89, et seq. of the Code of the Town of Morristown, New Jersey)**; **the Newark Sick Leave for Private Employees Ordinance (City Ordinance 13-2010 Chapter 16:18 of the Code of the City of Newark, New Jersey)**; **the Passaic Paid Sick Leave for Private Employees Ordinance (Ordinance No. 1998-14 Chapter 128, Article I of the Code of the City of Passaic, New Jersey)**; **the Paterson Sick Leave for Private Employees Ordinance (Paterson Code Chapter 412 of the Paterson, New Jersey Code)**; and **the Trenton Paid Sick Leave Ordinance (Ordinance No. 14-45 Chapter 230 of the Code of the City of Trenton, New Jersey)**; and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that in the event any other paid sick leave laws are enacted during the term of these Agreements which permit the parties to a collective bargaining agreement to waive application of such laws, the Union and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.”

- k. Replace references to “telegraph” throughout the Codified Basic Agreement and Television Agreement with “email or text.”

1. Revise Paragraphs B.3.(e)(i) and D.3.(c)(i) of Sideletter H of the Television Agreement and Sideletter 21 of the Codified Basic Agreement to clarify that the percentage residual formula in Section 18(b)(2)g) applies to broadcast syndication sales of Original New Media Programs and Derivative New Media Programs under a license agreement entered into on or after July 1, 2020.

ON BEHALF OF THE PRODUCERS IN THE MULTI-EMPLOYER UNIT LISTED ON ATTACHMENT A HERETO, REPRESENTED BY THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

By: _____
Carol A. Lombardini

Date: _____

ON BEHALF OF SAG-AFTRA

By: _____
Duncan Crabtree-Ireland

Date: _____

DRAFT ONLY
NOT FINAL

ATTACHMENT A-1

**PRODUCER – SAG-AFTRA CODIFIED BASIC AGREEMENT OF 2023
AUTHORIZATION LIST**

20th Century Studios, Inc.
40 North Productions, LLC
300 Pictures, Inc.
1440 Productions LLC
3000 Pictures, Inc.
4423 Productions LLC

ABC Signature, LLC
ABC Studios New York, LLC
Acacia Productions, Inc.
Acid Pop Productions LLC
Adelaide Productions, Inc.
Adobe Pictures, Inc.
Alameda Productions, LLC
Albermarle Productions, Inc.
Alive and Kicking, Inc.
Alternate Theory Productions LLC
Amazon Studios LLC
Ambient Sounds Productions LLC
Apple Studios LLC
Asgard Productions LLC
Asgard Productions II LLC
Asgard Productions III LLC
Asgard Productions IV LLC
Assembled Productions LLC
Assembled Productions II LLC
Assembled Productions III LLC
Assembled Productions IV LLC
Atlantic 2.1 Entertainment Group, Inc.
Avery Pix, Inc.
Avoca Productions, Inc.

B-Cam Productions LLC
Back Breaker Films, Inc.
Backlight Productions LLC

Bad Egg Productions LLC
Barking Lion Productions (US) Inc.
Base Light Productions LLC
Battle Anybody Productions LLC
Battle Investments, Inc.
Blanchflower, LLC
Blaze Films, Inc.
Blind Faith Productions LLC
Blue Stockings (US) Inc.
Blueberry Waffles Productions LLC
Bonanza Productions Inc.
Breakout Kings Productions LLC
Brightstar TFCF Productions LLC
Bumper Productions LLC

Calcutta Productions LLC
Califon Productions, Inc.
Camdrew Productions LLC
Cantina Productions LLC
Carnival Row Productions, LLC
Cartoon Network Studios, Inc.
Castle Rock Pictures, Inc.
CBS Studios Inc.
Changeup Productions LLC
Charlestown Productions LLC
Chime Productions, LLC
Chuck Productions, Inc.
Circle Q Productions LLC
Classic Films Inc.
Columbia Pictures Hybrid Productions, Inc.
Columbia Pictures Industries, Inc.
CPT Holdings, Inc.
Crescent Productions, Inc.
Crown City Pictures Inc.
Culver Productions, Inc.

Danube Productions, LLC
Dark Country Productions, Inc.
Delta Blues Productions LLC
Disney Television Animation
DreamWorks Animation L.L.C.
DreamWorks Animation Television LLC
Dutch Boy Productions, LLC
DW Dramatic Television L.L.C.
DW SKG TV L.L.C.
DW Studios Productions L.L.C.
Dyminium Productions, LLC
E&E Industries (US) Inc.
Eat Pray Love Productions, Inc.
ELP Communications
Extremely Dangerous Productions LLC
Eye Productions Inc.

Factual Productions, Inc.
Fallen Star Productions, LLC
Famous Players, Inc.
Film 49 Productions, Inc.
Finger Guns Productions LLC
For All Time Productions LLC
Fox Square Productions, Inc.
Frequent Productions LLC
Fresh Out Pictures, Inc.

Garden Films Productions, LLC
Ghost Truck 6 (US) Inc.
Goosebumps Productions, LLC
Got Talent, LLC
Gotta Dance, Inc.
Gotta Step Productions, Inc.
Grass-Fed Productions LLC
Gravitational Productions, LLC
GWave Productions, LLC

Hard Breaker Productions, Inc.
Hazardous Productions, LLC
Hi'ilawe Productions, Inc.

Hop, Skip & Jump Productions, Inc.
Horizon Scripted Television Inc.
Hostage Productions, Inc.
Huckleberry Industries (US) Inc.
Hydronaut Productions, LLC

In Development, LLC
In a Hurry Productions, LLC
Inclined Productions, Inc.
Incredible Productions LLC
Infinity Productions LLC
Infinity Productions II LLC
Infinity Productions III LLC
Ionic Productions LLC
Ironworks Productions LLC
Ironworks Productions II LLC
Ironworks Productions III LLC
Jay Squared Productions LLC
Jump 21 Productions, LLC

Kapital Productions, LLC
Katy Mac Session Productions
Kenwood TV Productions, Inc.
Kerner Films LLC
Keystone TV Productions LLC
Kiki Tree Pictures Inc.
Kimoyo Productions LLC
Kimoyo Productions II LLC
K-Kid Productions, Inc.

Lakefront Productions, Inc.
Legendary Features Productions US, LLC
Legendary Pictures Productions, LLC
Legendary Television Animation, LLC
Legendary Television Animation 2, LLC
Lennox House Pictures Inc.
LGTV Productions, Inc.
Limbo Productions I LLC
Linear Productions LLC
Log Jam Productions LLC
Lost Lambs Productions, Inc.

Louisiana Premiere Productions LLC

Madison Productions, Inc.
Maglev Train Productions LLC
Main Gate Productions LLC
Main Lot Productions LLC
Mardi Gras Louisiana, LLC
Marvel Animation Studio LLC
Marvel Eastern Productions LLC
Masquerade Night Productions LLC
Mesquite Productions, Inc.
Metro-Goldwyn-Mayer Pictures Inc.
MGM Television Entertainment Inc.
Miles Deep Productions, Inc.
Milk Street Productions, LLC
Minim Productions, Inc.
Mutiny Pictures Inc.
MVL East Coast Productions LLC

Natural History Productions LLC
Net 2.0 Productions, Inc.
Netflix Productions, LLC
Netflix Studios, LLC
New Hire Productions LLC
New Line Productions, Inc.
NF Voices, LLC
New Regency Productions, Inc.
Next Step Productions LLC
Ninjutsu Pictures Inc.
NM Talent Inc.
Non-Cal Animation, Inc.
Not Specific Productions, Inc.
Nova Prime, Inc.
NS Pictures, Inc.
NSEW Productions, LLC
NVTs Productions, LLC

Oakhaven Productions LLC
Ocotillo Productions, Inc.
October Holdings, Inc.
Old Guard Productions LLC

Olive Avenue Productions LLC
Olive Productions, LLC
Olympia Productions US LLC
On the Brink Productions, Inc.
On Your Mark Productions LLC
One Eighty Productions LLC
Open 4 Business Productions LLC
Orange Cone Productions LLC
Orchard Road Productions, LLC
Over the Pond Productions, Inc.
Overland Films, Inc.

Pacific 2.1 Entertainment Group, Inc.
Palladin Productions LLC
Pandemic Productions LLC
Panther Film Productions US, Inc. Parallax
TV Productions LLC
Paramount Overseas Productions, Inc.
Paramount Pictures Corporation
Partricks Road Productions II, Inc.
Passenger Productions, Inc.
Patch Bay Productions LLC
Pet II Productions, Inc.
Pixar Talking Pictures
PLT Productions (US) Inc.
PP21 Productions LLC
Produced Bayou, Inc.
Proximity Productions LLC
Pym Particles Productions LLC
Pym Particles Productions II LLC
Pym Particles Productions III LLC

Quadra Productions, Inc.
Radius Films, Inc.
Random Pictures Inc.
Real Heaven, Inc.
Reassembled Productions LLC
Red Zone Pictures, Inc.
Redemption Motion Pictures, LLC
Redemption Pictures, Inc.
Remote Broadcasting, Inc.

Restless Productions, Inc.
Retro, Inc.
Richmond Street Productions LLC
Riot of Colour, Inc.
Riverboat Productions, LLC
Romanoff Productions LLC
Rose City Pictures, Inc.
Rozar Pictures, LLC
Royal Productions LLC
Ruff Draft Productions, LLC
Rutherford Bench Productions, Inc.

S&K Pictures, Inc.
Salty Pictures, Inc.
Sample Size, Inc.
San Vicente Productions, Inc.
Scope Productions, LLC
Screen Gems Productions, Inc.
Searching for the Light Pictures, LLC
Seven Pounds Productions, Inc.
SG Film Productions, LLC
Shadow Animation, LLC
Shadowstone Productions LLC
Shouldn't Throw Stones, Inc.
Singular Productions LLC
SLO Productions Inc.
SM Film Productions, Inc.
Solve Everything Productions LLC
Sony Pictures Animation, Inc.
Sony Pictures Television Inc.
South Circle Productions LLC
South Rock Productions LLC
SpectorCorp Productions LLC
Speyside Productions LLC
St. Giles LLC
Stage 6 Films, Inc.
Stalwart Productions LLC
Standoffish Productions LLC
Starz Family Productions, LLC
Starz Valley Productions, LLC
Static Productions LLC

Stewie Productions, Inc.
Storyteller Production Co., LLC
Sub-Urban Productions, Inc.
Summer 1, LLC
Sunwater Productions, LLC
Sunday Show Pictures, Inc.
Supreme Productions LLC
Supreme Productions II LLC

Talent Court Productions, Inc.
Thai Sniper, Inc.
Thai Vampire, Inc.
Theoretical Pictures, Inc.
Thespians, LLC
Thine Selves Productions LLC
This is Fine (US) Inc.
Tibernia Productions, Inc.
Tiny Tot Productions, Inc.
Tomorrow Friends LLC
Topanga Productions, Inc.
Trackdown Productions, Inc.
Triple Point Productions LLC
TriStar Productions, Inc.
TriStar Television, Inc.
Turner Films, Inc.
TVM Productions, Inc.
Twentieth Century Fox Film Corporation
Ultra-Vi Productions, Inc.
Universal Animation Studios LLC
Universal City Studios LLC
Universal Content Productions LLC
Upside Down Productions Inc.

Vampires R-Us, Inc.
Velvet Hell Productions, Inc.
Vertical Productions LLC
Vinton Productions, Inc.
Vita Ray Productions LLC
Vita Ray Productions II LLC
Vita Ray Productions III LLC

WAG Pictures Inc.
Walt Disney Pictures
Warbird Productions LLC
Warbird Productions II LLC
Warner Bros. Animation Inc.
Warner Bros. Pictures
Warner Specialty Productions Inc.
Warner Specialty Video Productions Inc.
Warner Bros. Television

Waveform Productions LLC
While You Were Sleeping, LLC
wiip Productions, LLC
Woodridge Productions, Inc.

X-Mas Hollywood Films, Inc.

YANDR Productions, LLC
YNFS Productions LLC

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NOT FINAL

ATTACHMENT A-2

**2023 PRODUCER – SAG-AFTRA TELEVISION AGREEMENT
AUTHORIZATION LIST**

20th Century Studios, Inc.
40 North Productions, LLC
1440 Productions LLC
4423 Productions LLC

ABC Signature, LLC
ABC Studios New York, LLC
Acacia Productions, Inc.
Acid Pop Productions LLC
Adelaide Productions, Inc.
Alameda Productions, LLC
Alive and Kicking, Inc.
Alternate Theory Productions LLC
Amazon Studios LLC
Ambient Sounds Productions LLC
Apple Studios LLC
Asgard Productions LLC
Asgard Productions II LLC
Asgard Productions III LLC
Asgard Productions IV LLC
Assembled Productions LLC
Assembled Productions II LLC
Assembled Productions III LLC
Assembled Productions IV LLC
Atlantic 2.1 Entertainment Group, Inc.
Avoca Productions, Inc.

B-Cam Productions LLC
Backlight Productions LLC
Bad Egg Productions LLC
Barking Lion Productions (US) Inc.
Base Light Productions LLC
Battle Anybody Productions LLC
Blanchflower, LLC
Blind Faith Productions LLC
Blue Stockings (US) Inc.

Blueberry Waffles Productions LLC
Bonanza Productions Inc.
Breakout Kings Productions LLC
Brightstar TFCF Productions LLC

Broadvision Pictures LLC
Bumper Productions LLC

Calcutta Productions LLC
Califon Productions, Inc.
Camdrew Productions LLC
Cantina Productions LLC
Carnival Row Productions, LLC
Cartoon Network Studios, Inc.
CBS Studios Inc.
Changeup Productions LLC
Chuck Productions, Inc.
Circle Q Productions LLC
CPT Holdings, Inc.
Crescent Productions, Inc.

Danube Productions, LLC
Delta Blues Productions LLC
Disney Television Animation
DreamWorks Animation L.L.C.
DreamWorks Animation Television LLC
DW Dramatic Television L.L.C.
DW SKG TV L.L.C.
DW Studios Productions L.L.C.
Dyminium Productions, LLC

E&E Industries (US) Inc.
ELP Communications
Extremely Dangerous Productions LLC
Eye Productions Inc.

Factual Productions, Inc.
Fallen Star Productions, LLC
Film 49 Productions, Inc.
Finger Guns Productions LLC
For All Time Productions LLC
Fox Square Productions, Inc.
Frequent Productions LLC

Ghost Truck 6 (US) Inc.
Got Talent, LLC
Grass-Fed Productions LLC
GWave Productions, LLC

Hop, Skip & Jump Productions, Inc.
Horizon Scripted Television Inc.
Hostage Productions, Inc.
Huckleberry Industries (US) Inc.
Hydronaut Productions, LLC
In Development, LLC
In a Hurry Productions, LLC
Inclined Productions, Inc.
Incredible Productions LLC
Infinity Productions LLC
Infinity Productions II LLC
Infinity Productions III LLC
Ionic Productions LLC
Ironworks Productions LLC
Ironworks Productions II LLC
Ironworks Productions III LLC

Jay Squared Productions LLC

Kapital Productions, LLC
Katy Mac Session Productions
Kenwood TV Productions, Inc.
Kerner Films LLC
Keystone TV Productions LLC
Kimoyo Productions LLC
Kimoyo Productions II LLC

Legendary Features Productions US, LLC
Legendary Pictures Productions, LLC
Legendary Television Animation, LLC
Legendary Television Animation 2, LLC
Leverage Productions, Inc.
LGTV Productions, Inc.
Limbo Productions I LLC
Linear Productions LLC
Log Jam Productions LLC
Lost Lambs Productions, Inc.

Madison Productions, Inc.
Maglev Train Productions LLC
Main Gate Productions LLC
Main Lot Productions LLC
Marvel Animation Studio LLC
Marvel Eastern Productions LLC
Masquerade Night Productions LLC
Mesquite Productions, Inc.
Metro-Goldwyn-Mayer Pictures Inc.
MGM Television Entertainment Inc.
Milk Street Productions, LLC
Minim Productions, Inc.
MVL East Coast Productions LLC

Natural History Productions LLC
Netflix Productions, LLC
Netflix Studios, LLC
New Hire Productions LLC
New Regency Productions, Inc.
Next Step Productions LLC
NM Talent Inc.
Non-Cal Animation, Inc.
Not Specific Productions, Inc.
NS Pictures, Inc.
NSEW Productions, LLC
NVTs Productions, LLC

Oakhaven Productions LLC
Ocotillo Productions, Inc.
October Holdings, Inc.

Old Guard Productions LLC
Olive Avenue Productions LLC
Olive Productions, LLC
Olympia Productions US LLC
On the Brink Productions, Inc.
On Your Mark Productions LLC
One Eighty Productions LLC
Open 4 Business Productions LLC
Orange Cone Productions LLC
Orchard Road Productions, LLC
Over the Pond Productions, Inc.
Pacific 2.1 Entertainment Group, Inc.
Palladin Productions LLC
Pandemic Productions LLC
Parallax TV Productions LLC
Paramount Overseas Productions, Inc.
Paramount Pictures Corporation
Partricks Road Productions II, Inc.
Patch Bay Productions LLC
Pet II Productions, Inc.
Pixar Talking Pictures
PLT Productions (US) Inc.
PP21 Productions LLC
Produced Bayou, Inc.
Proximity Productions LLC
Pym Particles Productions LLC
Pym Particles Productions II LLC
Pym Particles Productions III LLC

Quadra Productions, Inc.

Reassembled Productions LLC
Redemption Motion Pictures, LLC
Remote Broadcasting, Inc.
Retro, Inc.
Richmond Street Productions LLC
Romanoff Productions LLC
Royal Productions LLC
Ruff Draft Productions, LLC
Rutherford Bench Productions, Inc.

Salty Pictures, Inc.
San Vicente Productions, Inc.
Searching for the Light Pictures, LLC
Shadow Animation, LLC
Shadowstone Productions LLC
Singular Productions LLC
Solve Everything Productions LLC
Sony Pictures Television Inc.
South Circle Productions LLC
South Rock Productions LLC
SpectorCorp Productions LLC
Speyside Productions LLC
St. Giles LLC
Stalwart Productions LLC
Standoffish Productions LLC
Starz Family Productions, LLC
Starz Valley Productions, LLC
Static Productions LLC
Storyteller Production Co., LLC
Summer 1, LLC
Sunwater Productions, LLC
Supreme Productions LLC
Supreme Productions II LLC

Talent Court Productions, Inc.
Thespians, LLC
Thine Selves Productions LLC
This is Fine (US) Inc.
Tomorrow Friends LLC
Topanga Productions, Inc.
Trackdown Productions, Inc.
Triple Point Productions LLC
TriStar Television, Inc.
Turner Films, Inc.
TVM Productions, Inc.
Twentieth Century Fox Film Corporation

Universal Animation Studios LLC
Universal City Studios LLC
Universal Content Productions LLC

Vertical Productions LLC
Vinton Productions, Inc.
Vita Ray Productions LLC
Vita Ray Productions II LLC
Vita Ray Productions III LLC

WAG Pictures Inc.
Walt Disney Pictures
Warbird Productions LLC
Warbird Productions II LLC
Warner Bros. Animation Inc.

Warner Specialty Productions Inc.
Warner Specialty Video Productions Inc.
Warner Bros. Television
Waveform Productions LLC
While You Were Sleeping, LLC
wiip Productions, LLC
Woodridge Productions, Inc.

YANDR Productions, LLC
YNFS Productions LLC

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EXHIBIT A
Contract Language for High Budget SVOD Programs
(Items 5, 11, 12, 24.a. and 46.c.)

Modify Paragraphs E.1., E.5.(a) and E.7. of Sideletter H to the Television Agreement and Sideletter 21 to the Codified Basic Agreement as follows:

“E. “High Budget” Derivative and Original Dramatic New Media Productions Made for Initial Exhibition on a Subscription Video-On-Demand Consumer Pay Platform

“1. Prospective Application

“(a) A season, the first episode of which commences principal photography prior to [*the first Sunday following the AMPTP’s receipt of notice of ratification*], of a High Budget SVOD series that continues in production on or after July 1, ~~2020~~ 2023 and was grandfathered, and remains grandfathered, pursuant to Paragraph E.1.(a) of Sideletter No. 21 of the Codified Basic Agreement of ~~2017~~ 2020 or Sideletter H of the ~~2017~~ 2020 Television Agreement re Programs Made for New Media (hereafter each referred to as “the ~~2017~~ 2020 Sideletter re Programs Made for New Media”) (*i.e.*, it is subject to the Sideletter re Programs Made for New Media of the 2014 or 2011 Codified Basic Agreement or Television Agreement, as applicable) shall continue to be grandfathered if it continues to meet the test in Paragraph E.1. of the applicable Sideletter and shall not be subject to Sideletter No. 21 of the Codified Basic Agreement of ~~2020~~ 2023 or Sideletter H of the ~~2020~~ 2023 Television Agreement re Programs Made for New Media (hereafter each referred to as ‘the ~~2020~~ 2023 Sideletter re Programs Made for New Media’), except that:

“(i) Paragraph E.5.1. below applies;

“(ii) The major role performer rates do not apply;

“(iii) The rates for stunt coordinators employed on a “flat deal basis” and for photo doubles (Schedule X, Parts I and II) are as follows [*wage rates below to be increased by the negotiated general wage increases*]:

Stunt Coordinator Employed on a “Flat Deal” Basis on a Grandfathered High Budget SVOD Program or Series Under Paragraph E.1. of this Sideletter	7/01/20-6/30/21	7/01/21-6/30/22	7/01/22-6/30/23 [†]
Daily	\$1,215	\$1,245	\$1,276
Three-Day contract for a single one-half hour or one hour program	3,293	3,375	3,459
Three-Day contract for a single one and one-half hour or two hour program	3,680	3,772	3,866
Weekly	4,670	4,787	4,907

	7/01/20-6/30/21	7/01/21-6/30/22	7/01/22-6/30/23 [†]
Photo Doubles Schedule X, Parts I and II	\$188	\$192	\$197

“(iiiiv) Otherwise, the minimum salary rates and fringe rates shall be as set forth in the ~~2020~~ 2023 Television Agreement.

“‘Grandfathering’ as set forth above is eliminated for any new season of a High Budget SVOD series for which principal photography of the first episode of the season commences on or after [the first Sunday following the AMPTP’s receipt of notice of ratification]. All episodes of that season and any subsequent seasons of the series shall be subject to the terms and conditions (including residuals) applicable during the contract year in which the episode is produced.

“(b) ~~Subject to the next full paragraph (which starts with “Grandfathering ...”), any High Budget SVOD Program which commences principal photography on or after July 1, 2020 and any episodes of a High Budget SVOD series (other than those referred to in the preceding paragraph)~~

~~†-See text of footnote 9 on page 98 of the Codified Basic Agreement and footnote 10 on page 99 of the Television Agreement.~~

~~†-See text of footnote 9 on page 98 of the Codified Basic Agreement and footnote 10 on page 99 of the Television Agreement.~~

which commence principal photography on or after July 1, 2020 pursuant to a license agreement entered into prior to July 1, 2020^{2,3} shall be subject to grandfathering (*i.e.*, the 2017 Sideletter re Programs Made for New Media shall apply instead of the 2020 Sideletter re Programs Made for New Media), except that:

“(i) — The major role performer rates do not apply;

“(ii) — The rates for stunt coordinators employed on a “flat deal basis” and for photo doubles (Schedule X, Parts I and II) shall be as set forth in the chart in subparagraph E.1.(a) above; and

“(iii) — Otherwise, the minimum salary rates and fringe rates shall be as set forth in the 2020 Television Agreement.

“Grandfathering” as set forth in Paragraph E.1.(b) above is eliminated for any new season of a High Budget SVOD series for which principal photography of the first episode of the season commences on or after July 1, 2021. All episodes of that season and any subsequent seasons of the series shall be subject to the terms and conditions (including residuals) applicable during the contract year in which the episode is produced.

² If the licensee orders additional High Budget SVOD Programs or episodes of a High Budget SVOD series, the principal photography of which will commence on or after July 1, 2020, pursuant to a license agreement entered into prior to July 1, 2020, and the Producer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then the High Budget SVOD Program or episodes of the High Budget SVOD series shall be subject to the terms of this Sideletter.

³ The Producer shall notify SAG-AFTRA of any such license agreement that it enters into prior to July 1, 2020. The notice shall include the name of the licensee, the term of the license agreement, the license fee, the number of programs or the number of minutes of programming to be produced under the license agreement, the anticipated start date of principal photography, the anticipated date of delivery of the program or series, and whether the licensee has an option to order additional programs or series under the license agreement and, if so, whether the material terms and conditions applicable to such additional programs or series are fixed in the license agreement or are subject to negotiation. At SAG-AFTRA's request, the Producer must make an unredacted license agreement available for inspection at the Producer's office in Los Angeles subject to a confidentiality agreement equivalent to those governing new media license agreement inspections.

~~“Examples of grandfathering scenarios are as follows:~~

~~**“Example 1:**~~

~~“A license for a High Budget SVOD series is first entered into on June 1, 2016.~~

- ~~• Season 1 is produced between July 1, 2016 and June 30, 2017;~~
- ~~• Season 2 is produced between July 1, 2017 and June 30, 2018;~~
- ~~• Season 3 is produced between July 1, 2018 and June 30, 2019;~~
- ~~• Season 4 is produced between July 1, 2019 and June 30, 2020;~~
- ~~• Season 5 is produced between July 1, 2020 and June 30, 2021; and~~
- ~~• Season 6 is produced between July 1, 2021 and June 30, 2022.~~

~~“In this example, the entire series would remain grandfathered and subject to the terms of the 2014 Sideletter re Programs Made for New Media, and not subject to the 2020 Sideletter re Programs Made for New Media, except that the minimum salary rates and fringe rates would be as negotiated in the 2020 negotiations.~~

~~**“Example 2:**~~

~~“A license for a High Budget SVOD series is first entered into on June 1, 2018.~~

- ~~• Season 1 is produced between July 1, 2018 and June 30, 2019;~~
- ~~• Season 2 is produced between July 1, 2019 and June 30, 2020;~~
- ~~• Season 3 is produced between July 1, 2020 and June 30, 2021; and~~
- ~~• Season 4 is produced between July 1, 2021 and June 30, 2022.~~

~~“Seasons 1 and 2 were produced under the terms of the 2017 Sideletter re Programs Made for New Media, and those terms would remain applicable. Season 3 would be grandfathered, and would be subject to the 2017 Sideletter re Programs Made for New Media, except that the minimum salary rates and fringe rates would be as negotiated in the 2020 negotiations.~~

~~“Season 4 would not be grandfathered, and would be subject to the 2020 Sideletter re Programs Made for New Media.~~

~~**“Example 3:**~~

~~“A license for a High Budget SVOD series is first entered into on March 1, 2020.~~

- ~~• The pilot is produced in March 2020.~~
- ~~• Season 1 is produced between July 1, 2020 and June 30, 2021; and~~
- ~~• Season 2 is produced between July 1, 2021 and June 30, 2022.~~

~~“The pilot was produced under the terms of the 2017 Sideletter re Programs Made for New Media, and those terms would remain applicable.~~

~~Season 1 would be grandfathered, and would be subject to the 2017 Sideletter re Programs Made for New Media except that the minimum salary rates and fringe rates would be as negotiated in the 2020 negotiations.~~

~~“Season 2 would not be grandfathered, and would be subject to the 2020 Sideletter re Programs Made for New Media.~~

“2. ‘High Budget SVOD Programs’ Defined

The terms and conditions set forth in Paragraph E. of this Sideletter shall be applicable only to original and derivative dramatic new media productions made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following ‘high budget’ criteria (hereinafter ‘High Budget SVOD Programs’) and are not ‘grandfathered’ as provided in Paragraph E.1. above:

Length of Program as Initially Exhibited*	“High Budget” Threshold
20-35 minutes	\$1,000,000 and above (\$1,030,000 and above effective July 1, 2022) (See below for certain programs or series budgeted at less than \$1,300,000 as of June 30, 2020)
36-65 minutes	\$1,700,000 and above (\$1,750,000 and above effective July 1, 2022) (See below for certain programs or series budgeted at less than \$2,500,000 as of June 30, 2020)
66 minutes or more	\$3,000,000 and above
* Programs less than 20 minutes are not considered “high budget” for purposes of this Sideletter, regardless of their budgets.	

“Any season, the principal photography of which commences prior to [the first Sunday following the AMPTP’s receipt of notice of ratification], of a program or series budgeted at less than \$1,300,000 for a 20-35 minute program or less than \$2,500,000 for a 36-65 minute program as of June 30, 2020 that would otherwise qualify as a ‘High Budget SVOD Program’ under the 2020 Basic Agreements shall be subject to Paragraph B. if a ‘Derivative New Media Production’ (other than a ‘High Budget SVOD Program’) or Paragraph D. if an ‘Original New Media Production’ (other than a ‘High Budget SVOD Program’) of this Sideletter, if:

- “• principal photography of the program, or the first episode in the case of a series, commences prior to July 1, 2020; or
- “• principal photography of the program, or the first episode in the case of a series, commences on or after July 1, 2020 pursuant to a license agreement entered into prior to July 1, 2020.^{1, 2}

“Any new season of such series for which principal photography of the first episode of the season commences on or after [the first Sunday following the AMPTP’s receipt of notice of ratification] shall be subject to the terms and conditions (including residuals) applicable under this Paragraph E. during the contract year in which the episode is produced.

¹ If the licensee orders additional programs or episodes of the series, the principal photography of which will commence on or after July 1, 2020, pursuant to a license agreement entered into prior to July 1, 2020, and the Producer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then the program or episodes of the series shall be subject to the terms of this Sideletter.

² The Producer shall notify SAG-AFTRA of any such license agreement that it enters into prior to July 1, 2020. The notice shall include the name of the licensee, the term of the license agreement, the license fee, the number of programs or the number of minutes of programming to be produced under the license agreement, the anticipated start date of principal photography, the anticipated date of delivery of the program or series, and whether the licensee has an option to order additional programs or series under the license agreement and, if so, whether the material terms and conditions applicable to such additional programs or series are fixed in the license agreement or are subject to negotiation. At SAG-AFTRA’s request, the Producer must make an unredacted license agreement available for inspection at the Producer's office in Los Angeles subject to a confidentiality agreement equivalent to those governing new media license agreement inspections.

“3. Compensation

“Minimum initial compensation for performers employed on a High Budget SVOD Program shall be the applicable rates under the ~~2020~~ 2023 SAG-AFTRA Television Agreement.

“4. Other Terms and Conditions

“Except as otherwise provided herein, the terms and conditions applicable to High Budget SVOD Programs shall be those applicable under the Producer – SAG-AFTRA Codified Basic Agreement of ~~2020~~2023 and the ~~2020~~2023 SAG-AFTRA Television Agreement to dramatic programs made for network prime time, subject to the following clarifications and modifications:

“(a) A High Budget SVOD Program between 20 and 35 minutes in length shall be treated as a 30-minute program; a High Budget SVOD Program between 36 and 65 minutes shall be treated as a 60-minute program; a High Budget SVOD Program between 66 and 95 minutes shall be treated as a 90-minute program; and a High Budget SVOD Program 96 minutes or longer shall be treated as a 120-minute program.³

“(b) The “major role” performer provisions in the Television Agreement shall not apply, other than on seasons of a 20-35 minute or 36-65 minute High Budget SVOD series that commence principal photography on or after [insert date that is the first Sunday that is one year after the AMPTP receives notice of ratification].

“(c) Reuse of Photography or Sound Track

“(i) Promotional reuse of photography or sound track from a High Budget SVOD Program in all media shall be governed exclusively

³ For purposes of determining the applicable compensation and other terms and conditions under Paragraph E. of this Sideletter, the parties agree that an episode of a High Budget SVOD series may exceed the “program length” which applies to a typical episode of the series by up to three (3) minutes without becoming subject to the terms and conditions applicable to the next highest program length. (For example, if a typical episode of a High Budget SVOD series falls in the 20-35 minute category, a given episode of such series which is 38 minutes in length will still be subject to the compensation and terms and conditions applicable to a program between 20 and 35 minutes in length.)

by the provisions of the Sideletter Re: Exhibition of Motion Pictures Transmitted Via New Media relating to promotional use.

“(ii) Non-Promotional Reuse of Photography or Sound Track

“(A) Non-Promotional Reuse of Photography or Sound Track in New Media

“1) For non-promotional reuse of photography or sound track from one episode of a High Budget SVOD series in another episode of the same series, Section 36 of the Television Agreement shall apply.

“2) For any other non-promotional reuse of photography or sound track of a High Budget SVOD Program in New Media, the reuse provisions of Section 3 of the Sideletter Re: Exhibition of Motion Pictures Transmitted Via New Media shall apply (*i.e.*, the High Budget SVOD Program shall be treated as a “television motion picture” for purposes of such provisions).

“(B) Non-Promotional Reuse of Photography or Sound Track Other than in New Media

Section 36 of the Television Agreement shall apply to the reuse of photography or sound track from a High Budget SVOD Program in any medium other than New Media (*e.g.*, in traditional media), except that the performer may agree to reuse at the time of employment, if bargaining is required.

“(iii) In no event shall the Producer be required to bargain and/or make payment for reuse of photography or sound track from a High Budget SVOD Program if it would not be required to do so under Section 36 of the Television Agreement or the Sideletter Re: Exhibition of Motion Pictures Transmitted Via New Media.

“(d) It is understood that the advance payment of residuals provision in Section 18(d) of the Television Agreement allows the crediting of all residuals payable for the reuse of a High Budget SVOD Program (other than

residuals under Section 18(b)(2)g) concerning broadcast syndication sales of a High Budget SVOD Program under a license agreement entered into on or after July 1, 2020 for a performer whose contract is entered into on or after July 1, 2020), regardless of whether the residuals are a fixed or percentage payment.

- “(e) For a High Budget SVOD Program intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers, or a High Budget SVOD Program intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers that is budgeted at ~~\$1,000,000 or more~~ (\$1,030,000 or more effective July 1, 2022) but less than \$2,100,000 for a program between 20 and 35 minutes in length, ~~\$1,700,000 or more~~ (\$1,750,000 or more effective July 1, 2022) but less than \$3,800,000 for a program between 36 and 65 minutes in length, \$3,000,000 or more but less than \$4,000,000 for a program between 66 and 95 minutes in length and \$3,000,000 or more but less than \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof) for a program 96 minutes or more in length, the following additional modifications shall apply:

- “(i) The provisions of this subparagraph E.4.(e)(i) only apply to contracts entered into prior to [the first Sunday following the AMPTP’s receipt of notice of ratification], and do not apply to contracts entered into on or after that date. [Dollar figures and dates in the examples to be adjusted based on negotiated wage increases]

“Producer may credit amounts in excess of 65% of the minimum, but not to exceed the minimum, against any other compensation otherwise due to a series or term contract performer (e.g., overtime, penalties, and residuals, regardless of whether the threshold for advance payment of residuals has been met). Such crediting shall not apply to background actors or performers other than series or term contract performers. (Note that this crediting is in addition to the rights of crediting of residuals provided in Paragraph E.4.(d) of this Sideletter.)

“Following is an example of such crediting:

“A series contract performer engaged on a 62-minute High Budget SVOD program made for initial exhibition on a subscription video-

on-demand consumer pay platform with over 5 million but fewer than 20 million subscribers, for which principal photography commences on July 1, 2021, is guaranteed employment on seven (7) episodes at the rate of \$7,000 per episode. Up to \$1,721.65 (*i.e.*, 35% of the minimum salary rate of \$4,919 per episode) may be credited against any other compensation otherwise due. If the series contract performer works 14 hours and is due four (4) hours of overtime at \$200 per hour, the Producer may credit \$800, leaving \$921.65 available to be credited against any other compensation due to the performer.

“If the same High Budget SVOD Program is made available for one year on the same platform, the series contract performer would be entitled to a residual of \$1,301.92, calculated as 45% of the residual base of \$2,893.15 (which residual base is 65% of the series contract performer's total actual compensation up to 65% of the applicable High Budget SVOD ceiling). Assuming that \$100 is left to be credited from the total amount available for crediting under this provision (*i.e.*, \$1,721.65), the series contract performer would receive payment for \$1,201.92 in residuals.

“(ii) On days for which the Television Agreement requires premium pay for travel, such travel time shall be compensated at straight time with respect to employment covered hereunder.

“(f) In recognition that programs made for New Media involve a new and evolving form of production and may not be subject to the same production model as applies to traditional television motion pictures, thereby rendering possible the use of alternative preparation and shooting methods and schedules, the Union agrees to consider in good faith requests for waivers to facilitate the use of such alternative methods and schedules on High Budget SVOD Programs when appropriate.

“5. **Reuse**

“The provisions below apply to the reuse of High Budget SVOD Programs.

“(a) (i) Initial compensation paid to performers employed on a High Budget SVOD Program intended for initial exhibition on a subscription video-on-demand consumer pay platform constitutes payment for ninety (90) days of use worldwide on such platform (including any related or affiliated

foreign subscription video-on-demand consumer pay platform), commencing with the first day the High Budget SVOD Program is available on such subscription video-on-demand consumer pay platform(s).

- “(ii) Subsequent Use on the Domestic Subscription Consumer Pay Platform on Which the High Budget SVOD Program Was Initially Exhibited.

For use on the subscription video-on-demand consumer pay platform in the United States and Canada on which the High Budget SVOD Program is initially exhibited during the first exhibition year after the ninety (90) day period following the initial availability of the Program on such platform, and for each year of domestic use thereafter, the Producer shall pay residuals calculated by multiplying the performer's “total actual compensation” (as defined in Section 18(b)(4) of the Television Agreement), but not to exceed the applicable ceiling set forth in the chart below, by the applicable percentage for the period of use set forth in subparagraph (A) below and by the subscriber factor set forth in subparagraph (B) below.

<u>Length</u>	<u>Applicable Ceiling</u>		
	<u>Effective 7/1/20</u>	<u>Effective 7/1/21</u>	<u>Effective [the first Sunday following the AMPTP’s receipt of notice of ratification]</u>
20-35 minutes	\$2,910	\$3,128	\$3,206
36-65 minutes	\$4,140	\$4,451	\$4,562
66-95 minutes*	\$4,263	\$4,583	\$4,698
96 minutes or more*	\$4,456	\$4,790	\$4,910

“* The applicable ceiling for a High Budget SVOD Program that is 85 minutes or longer with a budget of \$30 million or more and made for a subscription consumer pay platform with 20 million or more domestic subscribers shall be ~~\$4,676~~ ~~(\$5,027~~ ~~(\$5,153~~ effective [the first Sunday following the AMPTP’s notice of ratification] ~~July 1, 2021)~~.

“(A) Percentage of “Total Actual Compensation” (Subject to Applicable Ceiling) Payable for Residuals.

<u>Exhibition Year*</u>	<u>Percentage of “Total Actual Compensation” (Subject to Applicable Ceiling)</u>
Year 1*	45.0%
Year 2	40.0%
Year 3	35.0%
Year 4	25.0%
Year 5	20.0%
Year 6	15.0%
Year 7	10.0%
Year 8	8.0% 10.0%
Year 9	5.0% 10.0%
Year 10	4.5% 5.0%
Year 11	3.0% 5.0%
Year 12	2.5% 5.0%
Each Year thereafter	1.5%

“* Exhibition Year 1 shall commence on the first day that the High Budget SVOD Program is made available for exhibition on the subscription video-on-demand consumer pay platform following ninety (90) days after the initial exhibition date. Each Exhibition Year thereafter shall commence with the first day that the High Budget SVOD Program is made available for exhibition on the subscription video-on-demand consumer pay platform following the conclusion of the prior one-year use period.

“(B) Subscriber Factor

“(1) For a High Budget SVOD Program that commences principal photography prior to July 1, 2024:

Subscriber Tier	Domestic Subscribers	Subscriber Factor
1	Under 1 million	20%*
2	1 million to 5 million	40%
3	Over 5 million but fewer than 20 million	65%
4	20 million to 45 million	100%
5	Over 45 million	150%

“* No residual shall be owed for the first year of exhibition of a High Budget SVOD Program or series produced for initial exhibition on a subscription consumer pay platform with fewer than 1,000,000 domestic subscribers.

“(2) For a High Budget SVOD Program that commences principal photography on or after July 1, 2024:

<u>Subscriber Tier</u>	<u>Domestic Subscribers</u>	<u>Subscriber Factor</u>
<u>3</u>	<u>Fewer than 20 million</u>	<u>65%</u>
<u>4</u>	<u>20 million to 45 million</u>	<u>100%</u>
<u>5</u>	<u>Over 45 million</u>	<u>150%</u>

“(C) Payment

“Payment for each Exhibition Year shall be due sixty (60) days after the end of the calendar quarter in which the High Budget SVOD Program was first made available in that Exhibition Year.

“(iii) Use on a Foreign Subscription Video-on-Demand Consumer Pay Platform Related to or Affiliated with the Domestic Subscription Video-on-Demand Consumer Pay Platform.^{7, 8}

“(A) Foreign Subscription Video-on-Demand Consumer Pay Platforms Related to or Affiliated with a Domestic Subscription Video-on-Demand Consumer Pay Platform with Over 45 Million Subscribers.

“(1) When Producer licenses the right to exhibit a High Budget SVOD Program to a domestic subscription video-on-demand consumer pay platform with over 45 million subscribers and also licenses SVOD rights for use on its related or affiliated foreign subscription video-on-demand consumer pay platform(s), Producer shall pay a fixed residual for each exhibition year of use in foreign markets (after an initial ninety (90) consecutive day window measured from initial availability on the domestic subscription video-on-demand consumer pay platform) ~~that is thirty-five percent (35%) of the domestic residual set forth in subparagraph 5.(a)(ii) above~~ calculated by multiplying the performer's “total actual compensation” (as defined in Section 18(b)(4) of the Television Agreement), but not to exceed the applicable ceiling set forth in subparagraph E.5.(a)(ii) above, by the applicable percentage for the period of use set forth in subparagraph E.5.(a)(ii)(A) above and by the foreign subscriber factor set forth below.

⁷ Residuals shall also be payable under this provision when the Producer is related to or affiliated with the domestic subscription consumer pay platform that is related to or affiliated with the foreign subscription consumer pay platform.

⁸ It is understood that this provision also applies when a subscription consumer pay platform that holds foreign exhibition rights sublicenses those rights.

<u>Subscriber Tier</u>	<u>Foreign Subscribers</u>	<u>Subscriber Factor</u>
<u>1</u>	<u>Fewer than 20 million</u>	<u>47%</u>
<u>2</u>	<u>20 million to 45 million</u>	<u>60%</u>
<u>3</u>	<u>More than 45 million but fewer than 75 million</u>	<u>75%</u>
<u>4</u>	<u>75 million or more</u>	<u>90%</u>

“The preceding formula does not apply to any High Budget SVOD Program or episode or part of a High Budget SVOD series that commences principal photography prior to [the first Sunday following the AMPTP’s receipt of notice of ratification]; instead, the Producer shall pay a fixed residual for each exhibition year of use in foreign markets (after an initial ninety (90) consecutive day window measured from initial availability on the domestic subscription video-on-demand consumer pay platform) that is thirty-five percent (35%) of the domestic residual set forth in subparagraph E.5.(a)(ii) above.

“Payment of the additional fixed residual above shall cover worldwide use of the High Budget SVOD Program on all foreign subscription video-on-demand consumer pay platforms for the applicable exhibition year.

- “2) However, when Producer’s license includes the SVOD rights for use on the related or affiliated foreign subscription video-on-demand consumer pay platform(s) of such domestic subscription video-on-demand consumer pay platform in foreign territories which constitute fifteen percent (15%) or less of the value of all foreign markets (*i.e.*, outside the United States and Canada), then gross receipts- based residuals for such foreign SVOD licensing shall be paid pursuant to subparagraph 5.(a)(iii)(B)2) below in lieu of the foreign fixed residual in subparagraph 5.(a)(iii)(A)1) above. In that case, the Producer shall allocate a fair and reasonable portion of the license fee to the foreign territories for which related or affiliated foreign subscription consumer pay platform(s) have exhibition rights, and make a residual payment equal to 3.6% of such allocated amount, which amount shall include health

contributions to the SAG-AFTRA Health Plan and pension contributions to the SAG Pension Plan or retirement contributions to the AFTRA Retirement Fund, as applicable.^{9, 10} If the Union contends that the amount so allocated was not fair and reasonable, such claim may be submitted to arbitration. In the event the arbitrator finds that such allocation was not fair and reasonable, he or she shall determine the fair and reasonable amount to be allocated.

“(B) Foreign Subscription Video-on-Demand Consumer Pay Platforms Related to or Affiliated with a Domestic Subscription Video-on-Demand Consumer Pay Platform with 45 Million or Fewer Subscribers.

“1) When a Producer licenses the right to exhibit a High Budget SVOD Program to a domestic subscription video-on-demand consumer pay platform with 45 million or fewer subscribers and also licenses “worldwide” SVOD rights to its related or affiliated foreign subscription consumer pay platform(s), the Producer shall pay a fixed residual for each exhibition year of use in foreign markets (after an initial ninety (90) consecutive day window measured from initial exhibition on the domestic subscription video-on-demand consumer pay platform) ~~that is an additional percentage of the domestic residual set~~

⁹ If the Producer is related to or affiliated with the domestic subscription video-on-demand consumer pay platform that is related to or affiliated with the foreign subscription consumer pay platform, the allocation shall be measured by the exhibitor’s payments to unrelated or unaffiliated entities in arms’ length transactions for comparable programs, or, if none, then the amounts received by the Producer from unrelated and unaffiliated exhibitors in arms’ length transactions, or, if none, a comparable exhibitor’s payments to comparable unrelated and unaffiliated entities in arms’ length transactions for comparable programs.

¹⁰ At the Union’s request, the Producer must make an unredacted license agreement available for inspection at the Producer’s office subject to a confidentiality agreement equivalent to those governing new media license agreement inspections as described in the “Sideletter re Exhibition of Motion Pictures Transmitted Via New Media.”

~~forth in subparagraph 5.(a)(ii) above according to the schedule as set forth in subparagraph E.5.(a)(iii)(A)1 above.~~

- “2) When a Producer licenses the right to exhibit a High Budget SVOD Program to a domestic subscription video-on-demand consumer pay platform with 45 million or fewer subscribers and also licenses foreign SVOD rights other than “worldwide” to its related or affiliated foreign subscription video-on-demand consumer pay platform(s), the Producer shall make a residual payment equal to 3.6% of “Distributor’s gross” as defined in Paragraph 4 of the “Sideletter re Exhibition of Motion Pictures Transmitted Via New Media.” Such payment shall include health contributions to the SAG-AFTRA Health Plan and pension contributions to the SAG Pension Plan or retirement contributions to the AFTRA Retirement Fund, as applicable. For purposes of this provision, when the license includes both the right to exhibit a High Budget SVOD Program on a domestic subscription video-on-demand consumer pay platform and on its related or affiliated foreign subscription video-on-demand consumer pay platform(s), the Producer shall allocate a fair and reasonable portion of the license fee to the foreign territories for which related or affiliated foreign subscription video-on-demand consumer pay platform(s) have exhibition rights, and then make the residual payment provided herein of such allocated amount.^{11, 12} If the Union

¹¹ If the Producer is related to or affiliated with the domestic subscription consumer pay platform that is related to or affiliated with the foreign subscription consumer pay platform, the allocation shall be measured by the exhibitor’s payments to unrelated or unaffiliated entities in arms’ length transactions for comparable programs, or, if none, then the amounts received by the Producer from unrelated and unaffiliated exhibitors in arms’ length transactions, or, if none, a comparable exhibitor’s payments to comparable unrelated and unaffiliated entities in arms’ length transactions for comparable programs.

¹² At the Union’s request, the Producer must make an unredacted license agreement available for inspection at the Producer’s office subject to a confidentiality agreement equivalent to those governing new media license agreement inspections as described in the “Sideletter re Exhibition of Motion Pictures Transmitted Via New Media.”

contends that the amount so allocated was not fair and reasonable, such claim may be submitted to arbitration. In the event the arbitrator finds that such allocation was not fair and reasonable, he or she shall determine the fair and reasonable amount to be allocated.

“(iv) The following applies to High Budget SVOD Programs that commence principal photography on or after [the first Sunday that is one year after the AMPTP’s receipt of notice of ratification]:

“If not otherwise engaged as an on-camera stunt performer, a stunt coordinator employed on a High Budget SVOD Program shall receive residuals for ‘Subsequent Use on the Domestic Subscription Consumer Pay Platform on which the High Budget SVOD Program Was Initially Exhibited’ and ‘Use on a Foreign Subscription Video-on-Demand Consumer Pay Platform Related to or Affiliated with the Domestic Subscription Video-on-Demand Consumer Pay Platform’ as set forth in subparagraphs (a)(ii) and (iii) of Paragraph E.5. above for each program, episode of a series or part of a multi-part, closed-end picture on which the stunt coordinator rendered services, except that instead of calculating the residual based on ‘total actual compensation’ up to the Applicable Ceiling set forth in subparagraph (a)(ii), the residual shall be based on the day performer minimum for one day in effect at the time of production.”

* * *

[See Item 12 of the MOA for the text of the new subparagraph 5.1 to Paragraph E.]

* * *

“7. Subscriber Count for High Budget SVOD Programs

“(a) The number of domestic (and foreign, if applicable) subscribers shall be determined as of July 1st of each year of the Agreement and shall apply for all purposes under Paragraph E. of this Sideletter to a High Budget SVOD Program or episode of a High Budget SVOD series, the principal photography of which commences on or after July 1st of the measuring year but not later than June 30th of the following year. The number of domestic (and foreign, if applicable) subscribers so determined shall apply

to the Program or the episode of the High Budget SVOD series in perpetuity.

- “(b) The parties shall agree upon a methodology to determine the ~~number of~~ domestic (and foreign, if applicable) subscribers ~~tier when the~~ whose subscription includes a video-on-demand platform for which a High Budget SVOD Program is made and other services, such as gaming, music or free shipping.
- “(c) In addition to any other exclusion agreed to by the parties, the domestic (and foreign, if applicable) subscriber count for any subscription consumer pay platform shall exclude subscribers during any “free trial period” of no more than thirty (30) days.
- “(d) The following shall apply to a new subscription consumer pay platform that launches on or after July 1, ~~2020~~2023:
- “(i) Such platform is encouraged to enter into good faith discussions with the Union prior to launch to reach agreement on the number of domestic (and foreign, if applicable) subscribers to be attributed to that platform for purposes of applying the provisions of this Sideletter pertaining to High Budget SVOD Programs.
- “(ii) The number of domestic (and foreign, if applicable) subscribers to a new subscription consumer pay platform shall be determined ninety (90) days after launch, and shall apply for the remainder of the measuring year (*i.e.*, until the July 1st immediately following the 90th day after launch). Thereafter, the number of domestic subscribers shall be determined as of July 1st of each year of the Agreement as provided in subparagraph 7.(a) above.
- “(iii) Absent any agreement to the contrary between the new subscription consumer pay platform and the Union:
- “(A) Initial compensation and other terms and conditions for a High Budget SVOD Program that commences principal photography prior to the ninetieth (90th) day after the launch of a new subscription consumer pay platform shall be those that are applicable to a High Budget SVOD Program made for a subscription consumer pay platform with fewer than 20 million domestic subscribers.

“(B) Residuals for High Budget SVOD Programs that commence principal photography prior to the ninetieth (90th) day after launch shall be calculated according to the number of domestic (and foreign, if applicable) subscribers to the subscription consumer pay platform as of ninety (90) days after launch.

~~“The special crediting provisions applicable to a High Budget SVOD Program made for a subscription consumer pay platform with fewer than 20 million domestic subscribers as provided in Paragraph E.4.(e)(i) shall continue to apply to the Program even if the platform has 20 million or more domestic subscribers on the 90th day after launch, but shall not be applicable towards the payment of residuals.”~~

Modify the Unpublished Sideletter re “Bundled” Subscription Consumer Pay Platforms as follows:

“Dear Carol:

“During the negotiations for the ~~2020~~ 2023 SAG-AFTRA Codified Basic Agreement and the 2020 SAG-AFTRA Television Agreement (collectively, the ‘~~2020~~ 2023 SAG-AFTRA Agreements’), the parties discussed the difficulty of determining the ~~number of domestic~~ (and/or foreign, if applicable) subscribers ~~tier~~ when a subscriber’s ~~whose~~ subscription includes a video-on-demand platform for which a High Budget SVOD Program is made and other services, such as gaming, music, or free shipping, (e.g., Amazon Prime). ~~Ultimately, the parties reached agreement on the number of domestic subscribers that certain of those platforms (e.g. Amazon Prime) will be considered to have for the term of the 2020 SAG-AFTRA Agreements.~~

“Should an issue arise during the term of the ~~2020~~ 2023 SAG-AFTRA Agreements as to the ~~number of domestic~~ (and/or foreign, if applicable) subscribers ~~tier~~ to a subscription consumer pay platform in these circumstances, the parties will enter into good faith discussions to reach agreement on the ~~number of domestic~~ (and/or foreign, if applicable) subscribers ~~tier~~ to be attributed to that platform for purposes of applying the provisions of the Sideletter Re Programs Made for New Media to the ~~2020~~ 2023 SAG-AFTRA Agreements pertaining to High Budget SVOD Programs. In such discussions, the parties shall be guided by their previous agreements.

“If the parties cannot reach agreement on the ~~number of domestic~~ (and/or foreign, if applicable) subscribers ~~tier~~ for that platform, the issue will be submitted to a ‘best offer’ arbitration (that is, each party shall submit to the arbitrator its offer for the number of domestic (and/or foreign, if applicable) subscribers and the arbitrator shall choose from the two figures offered). The parties will meet to discuss the list of potential arbitrators to decide this issue within sixty (60) days of

the effective date of the ~~2017~~2023 SAG-AFTRA Agreements. If the parties cannot agree upon the list of potential arbitrators, the arbitrator shall be selected utilizing the procedure in Section 9.F.(3) of the General Provisions of the SAG-AFTRA Codified Basic Agreement and using the Los Angeles list of arbitrators.”

**DRAFT ONLY
NOT FINAL**

EXHIBIT B
Residuals Reporting (Item 34.a. of the MOA)

The following Producers, along with any affiliated or related entities that are signatories to the 2023 SAG-AFTRA Codified Basic Agreement and/or Television Agreement, agree to separately identify foreign grosses and domestic grosses when reporting future "Distributor's gross receipts" starting no later than the dates listed below. It is understood that some Producers may provide a separate Supplemental Interim Report with this information as indicated below.

<u>PRODUCER</u>	<u>Date</u>
ABC Signature, LLC, and Twentieth Century Fox Film Corporation d/b/a 20th Television	January 31, 2025 (Supplemental Interim Report by January 31, 2024)
Amazon Studios, LLC	December 31, 2025 (Supplemental Interim Report by September 30, 2023)
CBS Studios, Inc.	January 1, 2027 (Supplemental Interim Report by July 1, 2024)
Columbia Pictures Industries, Inc. and CPT Holdings, Inc.	January 1, 2024
Home Box Office, Inc.	June 1, 2025
Metro-Goldwyn-Mayer Pictures, Inc. and MGM Television Entertainment Inc.	December 31, 2025 (Supplemental Interim Report by September 30, 2023)
Paramount Pictures Corporation	January 1, 2027 (Supplemental Interim Report by June 1, 2024)
The Universal Entities	February 1, 2025
Walt Disney Pictures	January 31, 2025 (Supplemental Interim Report by January 31, 2024)
Warner Bros. Television Warner Bros. Pictures	June 1, 2025 (Supplemental Interim Report by May 1, 2024)