



SCREEN ACTORS GUILD 2011 NEW MEDIA AGREEMENT

This new media agreement ("Agreement") is entered into by and between Screen Actors Guild, Inc. ("SAG" or "the Guild") and _____ ("Producer") with respect to original or derivative made for new media entertainment motion pictures ("Original Programs," "Derivative Programs," or "Original or Derivative Programs") produced after the date hereof. Producer has represented to SAG as an inducement to enter into this Agreement that the Original or Derivative Programs are produced for initial exhibition via the Internet, mobile devices, or any other platform known or which hereafter may be adopted, except as provided below (collectively defined as "New Media").

A Derivative Program is one based on an existing motion picture that was produced for "traditional" media.

This Agreement is not intended to cover, and shall specifically exclude, motion pictures, video games, commercials, or any type of production or medium otherwise covered by any other SAG Agreement including, but not limited to, the then applicable Producer-SAG Codified Basic Agreement ("Basic Agreement"), SAG Television Agreement ("Television Agreement"), the Producers-SAG Codified Corporate/Educational and Non-Broadcast Contract, the SAG Infomercials Agreement, the SAG Interactive Media Agreement or the SAG Commercials Contract.

1. Recognition and Coverage

Producer hereby recognizes the Guild as the exclusive collective bargaining agent for Performers and Background Actors, as defined in Section 1.A. of the Basic Agreement, employed in the production of the Original or Derivative Program.

The provisions of this Agreement shall be applicable to Performers and Background Actors employed on the Original or Derivative Program, to the extent such Performers and Background Actors would be covered under the current Basic Agreement or Television Agreement. The term "Performers" shall include performers, singers, stunt performers, stunt coordinators, airplane and helicopter pilots, dancers, puppeteers and body doubles.

Producer shall be obligated to cover only the first ten (10) Background Actors employed each day in a Background Zone as defined in the Basic Agreement.

2. Compensation

All terms and conditions of employment, including initial compensation, for the Original or Derivative Program will be subject to negotiation between the Producer and the individual Performer/Background Actor, except for those provisions of the Basic Agreement or Television Agreement incorporated herein by reference below. All terms and conditions agreed to between each Performer/Background Actor and the Producer for services rendered on the Original or Derivative Program shall be set forth in a separate employment agreement.

3. Applicable Provisions of the Basic and Television Agreements

The following specific provisions of the Basic and Television Agreements are incorporated herein. To the extent the provisions herein are inconsistent with the Basic or Television Agreements, the provisions of this Agreement control.

1. The following general provisions of the Basic Agreement shall apply to Performers and Background Actors employed on the Original or Derivative Program:

Section 1, "*Recognition and Scope of Agreement*"

Section 2, "*Union Security*," but excluding subsection F.

Section 3, "*Strikes*"

Section 26.A. and D. only, "*Policy of Non-Discrimination and Diversity*" (*Performers only*)

Section 37, "*Union's Articles and By-Laws*"

Section 41.C., "*Rules of Construction*"

Section 43, "*Nudity*"

2. The following provisions of Schedule X, Part I and Part II of the Basic Agreement shall apply to Background Actors employed on the Original or Derivative Program:

Sections 44(a) and (i) and 45(A) and (I), "*Policy of Non-Discrimination and Diversity*" (as applicable)
Sections 45 and 46, "*Sanitary Provision*" (not subject to grievances and arbitration)
Sections 46 and 47, "*Payment Requirements*" (as applicable)
Sections 54 and 55, "*Statute of Limitations*" (as applicable)
Section 55, "*Grievances*"

3. The following provisions of the Television Agreement shall apply to Performers and Background Actors employed on the Original or Derivative Program:

Section 22, "*Pension and Health Plans*"
Section 27(b), "*Late Payments*" (Performers only)
Section 27(c), "*Overwithholding*"
Section 27(d), "*Payroll and Unemployment Insurance Information*"
Section 50, "*Arbitration*"

4. For Derivative Programs only, Section B (5) of the Sideletter on Programs Made for New Media in the Basic and Television Agreements shall apply.

4. Arbitration

All disputes arising hereunder shall be subject to arbitration in accordance with Section 50, "Arbitration," of the Television Agreement.

5. Reuse (Residuals)

The term "Distributor's Gross," shall be defined per Section 4.A., with reporting and payments due as described per Section 4.C. of the Sideletter Re: New Media Reuse in the Basic Agreement and Television Agreement. SAG shall have the same rights to inspections of new media deals as provided in Section 4.B. of the same sideletter.

1. Original Programs in New Media:

Initial compensation shall constitute payment for twenty-six (26) consecutive weeks of use on any Consumer-Pay Platform and all uses on Free-To-Consumer Platforms.

Residuals of 3.6% of "Distributor's Gross" as defined above will be due for exhibition on Consumer-Pay Platforms beyond the twenty-six (26) consecutive week period if the Original Program is budgeted at or above \$25,000 per minute, as exhibited.

2. Derivative Programs in New Media:

Initial compensation shall constitute payment for thirteen (13) consecutive weeks of use on all Free-To-Consumer Platforms and for a separate twenty-six (26) consecutive weeks of use on any Consumer-Pay Platform.

Continued Exhibition on Free-To-Consumer Platforms in excess of thirteen (13) consecutive weeks from the date of the initial exhibition: A residuals payment to each Performer in the amount of twenty dollars (\$20.00) shall be due for Programs that are ten (10) minutes or less in length (\$25.00 for Programs that exceed ten (10) minutes) ("Fixed Residuals Payment") as consideration for a twenty-six (26) consecutive week period of use. An additional Fixed Residuals Payment shall be due if the Program is available beyond the twenty-six (26) consecutive week period of use. Neither of the aforementioned residuals payments shall cover a period that is more than one (1) year after the expiration of the thirteen (13) weeks of exhibition covered by initial compensation. For exhibition

beyond the timeframe above, residuals are due at a rate of 6% of "Distributor's Gross" as defined above.

Continued Exhibition on Consumer-Pay Platforms in excess of twenty-six (26) consecutive weeks from the date of initial exhibition: Residuals are due at a rate of 3.6% of "Distributor's Gross" as defined above.

3. Payment for all exhibitions of Original and Derivative Programs in traditional media shall be governed by the applicable provisions of the Sideletter on Programs Made for New Media in the Basic Agreement and Television Agreement.

6. Initial Release in Traditional Media

If the Original or Derivative Program is initially exhibited in traditional media or has otherwise been misclassified as a New Media production under this Agreement, then this Agreement shall become void as to the Original or Derivative Program and Producer shall have no right to make use of the performances (notwithstanding any contrary language herein or in the performer's individual employment contract) unless and until the Producer has entered into an appropriate Guild agreement.

7. Credit

Performers shall be accorded credit if any other person receives credit on the Original or Derivative Program. "Clickthrough" credits may be used.

8. Reports

Producer shall provide the following completed reports for the Original or Derivative Program, all of which may, at Producer's election, be submitted through the SAG Online Signatory Application at <http://sag.org>:

1. A completed Preliminary Information Sheet, line item budget, copy of script, and Pre-Production Cast List one (1) week prior to commencement of principal photography;
2. Copies of employment contracts and/or deal memos for each Performer within a week of the first day of their employment;
3. Production Time Reports; and
4. Final Cast List.

9. Miscellaneous

The applicable provisions of this Agreement shall be deemed incorporated in the employment contract between Producer and each Performer. No provision of this Agreement may be waived by any Performer.

The Guild may, in its sole discretion, require any financial assurances with respect to each Original or Derivative Program as deemed necessary by the Guild for the protection of Performers and Background Actors employed by Producer. Upon the sale, transfer, assignment, license, lease, agreement to distribute, or other disposition by the Producer of its rights in the Original or Derivative Program produced hereunder, Producer shall obtain from said transferee and deliver to SAG a fully executed New Media Transfer of Rights - Assumption Agreement, available at <http://sag.org>.

This 2011 New Media Agreement may be signed in counterparts, each of which will be deemed an original and all of which together will make one Agreement. Any signature delivered by fax or otherwise transmitted electronically shall be considered valid and binding to the same extent as an original signature.

If any portion of this 2011 New Media Agreement is deemed unenforceable, it shall be modified to the limited extent necessary to make it and the remainder of the Agreement enforceable.

10. Term

This Agreement is effective as of _____ and expires June 30, 2014, but continues thereafter until terminated by either party on at least sixty (60) days written notice.

**PRODUCER
AGREED AND ACCEPTED:**

**SCREEN ACTORS GUILD, INC.
AGREED AND ACCEPTED:**

Authorized Signature

Signature

Print Name and Title

Print Name and Title

Date

Date

Company Name

Address

City, State, Zip

Email

Phone

URL (if applicable)

Fax (if applicable)

SAMPLE