



**SCREEN ACTORS GUILD  
2009 NEW MEDIA AGREEMENT  
ONE PRODUCTION ONLY**

This new media agreement (“Agreement”) is entered into by and between Screen Actors Guild, Inc. (“SAG” or “the Guild”) and \_\_\_\_\_ (“Producer”) with respect to the original made for new media entertainment motion picture tentatively entitled \_\_\_\_\_ (“MFNM Program”). Producer has represented to SAG as an inducement to enter into this Agreement that the MFNM Program is produced for initial exhibition via the Internet, mobile devices or any other platform known or which hereafter may be adopted, except as provided in the next paragraph below (collectively defined as “New Media”).

This Agreement is not intended to cover, and New Media shall be defined to exclude, motion pictures, video games or commercials otherwise covered by the Basic Agreement, Television Agreement, the SAG Industrial/Educational Agreement, the SAG Infomercials Agreement, SAG Interactive Agreement or the SAG Commercials Contract.

**A. 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 Producer - Screen Actors Guild Codified Basic Agreement, employed in the production of MFNM Programs.

The provisions of this Agreement shall be applicable to Performers and Background Actors employed on the MFNM Program, to the extent such Performers and Background Actors would be covered under the current Producer – Screen Actors Guild Codified Basic Agreement (“Basic Agreement”) or the current Screen Actors Guild Television Agreement (“Television Agreement”). The term “performers” shall include performers, singers, stunt performers, stunt coordinators, airplane and helicopter pilots, dancers, puppeteers and body doubles.

It is understood that Producer shall be obligated to cover only the first ten (10) Background Actors employed each day.

**B. COMPENSATION**

All terms and conditions of employment, including initial compensation, for the MFNM 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 MFNM Program shall be set forth in a separate employment agreement.

### **C. 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 MFNM Program:

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

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

Section 3, *"Strikes"*

Section 26A. 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 MFNM Program:

Sections 44(a) and (i) and 45(A) and (I), *"Policy of Non-Discrimination and Diversity" (as applicable)*

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 MFNM 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"*

### **D. Arbitration**

All disputes arising hereunder shall be subject to arbitration in accordance with Section 50, "Arbitration," of the TV Agreement incorporated by reference in Section C, above.

#### **E. REUSE (RESIDUALS)**

Payment for all reuses shall be governed by the provisions of the Sideletter on Programs Made for New Media in the Basic and Television Agreements (“Sideletter”) as it relates to reuse of Original Programs Made for New Media. Payment for exhibition of the MFNM Program in traditional media shall be governed by the applicable provisions of the Sideletter.

Residuals will be due for exhibition in New Media only if the MFNM Program’s final total cost, as exhibited, is \$25,000 or more per minute and it is exhibited on a consumer-pay platform beyond the 26<sup>th</sup> week after it is first exhibited on a consumer pay platform.

#### **F. INITIAL RELEASE IN TRADITIONAL MEDIA**

If the MFNM Program is never released in New Media and is instead exhibited in traditional media, the Performers and Background Actors employed in the MFNM Program shall be paid the difference, if any, between what was paid for the MFNM Program and the rates in the Basic Agreement or the Television Agreement, as applicable.

#### **G. “DISTRIBUTOR’S GROSS”**

The term “Distributor’s gross,” shall be defined as in Section 4.A. of the Sideletter Re New Media Reuse in the Basic and Television Agreements. Screen Actors Guild shall have the same rights of inspection of new media deals as provided in the Sideletter Re New Media Reuse.

#### **H. CREDIT**

Performers shall be accorded credit if any other person receives credit on the MFNM Program. Credits may appear in the corner of the screen. “Clickthrough” credits may be used.

#### **I. REPORTS**

Producer shall provide the following completed reports for the MFNM Program:

1. Copies of employment contracts and/or deal memos for each Performer within a week of the first day of their employment;
2. Production Time Reports; and
3. Final Cast List.

**J. TRANSFER OF RIGHTS**

Upon the sale, transfer, assignment, license, lease, agreement to distribute or other disposition by the Producer of its rights in the MFNM Program produced hereunder, Producer shall obtain from said transferee and deliver to SAG a fully executed New Media Transfer of Rights - Assumption Agreement.

**K. TERM**

This Agreement is effective as of \_\_\_\_\_ and expires June 30, 2011, 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 (must be company officer)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

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Date

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Date

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Company Name

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Address

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Phone

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URL (if applicable)

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