

**SCREEN ACTORS GUILD
MODIFICATION (DUBBING) AGREEMENT
OF 2001**

This Agreement is made by and between the Screen Actors Guild, Inc., a California non-profit corporation, herein referred to as the "Guild" and _____ and such other parties who are engaged in the production of dubbed sound tracks for foreign language motion pictures and who may currently be or hereafter become signatory hereto, severally, each herein referred to as the "Employer".

WHEREAS, the Employer did heretofore enter or hereby does enter into and become bound by the current Producer-Screen Actors Guild Codified Basic Agreement, herein referred to as the "Basic Agreement", and

WHEREAS, the Guild and the Employer have agreed upon modification of the Basic Agreement with respect to the employment of performers for the purpose of dubbing English language sound track to be used in connection with motion pictures initially produced in a language other than English or for the dubbing of a new English language sound track to replace an English sound track which lacks the appropriate fluency in English, in accordance and upon the terms and conditions herein set forth:

THEREFORE, in consideration of the mutual agreements herein contained, it is agreed as follows:

I. Work Definition

A. Dubbing Defined: Looping Not Included

The Basic Agreement is modified as herein set forth, but solely with respect to the employment of performers for the purpose of dubbing English language sound track to be used in connection with foreign language motion pictures. It is understood that "dubbing" as used in this Agreement refers to the recording of dialogue in English to substitute for dialogue in another language or the replacement of English dialogue because the original performance lacked the appropriate fluency in English. The dubbing performer must work "to picture", synchronizing the on and off-camera dialogue of the English language script adaptation. "Looping" is not covered hereunder except, however, in circumstances where a star performer loops his/her own performance in a foreign produced motion picture in association with dubbing performers. Otherwise, looping and ADR work are covered by the Basic Agreement.

B. Foreign Language Motion Picture Defined

To qualify as a foreign language motion picture for the purpose of applying the terms and conditions of this agreement, a film must have been produced principally in a language other than English, fully edited, with post-production elements completed so that such film is ready for exhibition in a theatre or on television with a release-quality foreign language sound track. The existence of incidental English dialogue shall not disqualify a film from being considered a foreign language motion picture.

C. TV Cartoons or Animated TV Pictures

This Agreement shall apply to the English language dubbing for a foreign language animated film provided that the work is performed “to picture” and a release quality sound track in a foreign language exists. The dubbing of sound track for any other animated film shall be governed by the current SAG Television Animation Agreement if the films are for television or by the Basic Agreement if the film is for theatrical exhibition.

II. Categories of Productions and Compensation

Foreign Language Motion Pictures, for the purpose of applying the terms of this agreement, fall into one of three (3) categories as set forth below. The performer must be notified of the category at the time of booking.

CATEGORY I – A live action or animated foreign language motion picture to be dubbed into English for the purpose of initial theatrical exhibition in the United States and/or Canada.

CATEGORY II – A live action or animated foreign language motion picture to be dubbed into English for the purpose of initial exhibition on broadcast or cable television in the United States and/or Canada.

CATEGORY III – A foreign language motion picture to be dubbed into English for initial exhibition in any market (e.g., home video, airline, pay television) other than those covered by categories I and II.

A. Actor

Employment of actors in CATEGORY I productions - Except as provided below, employment of actors in CATEGORY I production shall be governed by Schedule A of the Screen Actors Guild Codified Basic Agreement including, but not limited to, the requirements for compensation for the exhibition of the dubbed motion picture on free television or release in supplemental markets. Performer may perform multiple roles for the compensation set forth below.

The actor shall be compensated at the following hourly rate for each of the first through eighth hours with a minimum daily guarantee of two hours:

	<u>Eff. 4/1/01</u>	<u>Eff. 7/1/01</u>	<u>Eff. 7/1/02</u>	<u>Eff. 7/1/03</u>
Rate per hour (2 hour minimum guarantee)	\$77.13	\$79.50	\$81.88	\$84.75

Overtime shall be paid based upon the minimum or individually negotiated hourly rate. The ninth and tenth hours shall be paid at time-and-one-half; all hours in excess of ten shall be paid at double-time. Any part of an hour shall be deemed a full hour for the purposes of calculating compensation.

Performers, including singers, engaged to perform in Category I productions shall be entitled to residual compensation as applicable to theatrical motion pictures pursuant to the Basic Agreement. However, the Producer shall have an option, in lieu of such residual compensation, to “buy out” residuals by issuing payment concurrently with payment for the session, of an additional one-hundred twenty-five percent (125%) of the applicable minimum compensation for the number of hours worked subject to a ceiling of eight (8) hours for any single performer on a single production. The employer, by making such payment, obtains all rights, in perpetuity, to exhibit and distribute the dubbed picture in any medium with the exception of network prime time television as specified in Section III, below.

Network Prime Time Television exhibition of a Category I production shall be governed by the provisions of Section III of this agreement.

Employment of actors in CATEGORY II productions - Except as provided herein with respect to singers, an actor may be employed for the purpose of dubbing sound track on an hourly basis. Performer may perform multiple roles for the compensation set forth below.

The actor shall be compensated at the following hourly rate for each of the first through eighth hours with a minimum daily guarantee of two hours. For any session in which an actor provides services in more than one episode of the same television series, in addition to the hourly rate, such actor will be paid the additional fee indicated below for each episode in excess of one; provided, however, an actor may be requested to record unlimited pick-up lines from previous episodes for no additional compensation if such recording of pick-up lines takes no more than one hour at a session at which the actor is engaged to perform principal recording.

	<u>Eff. 4/1/01</u>	<u>Eff. 4/1/02</u>	<u>Eff. 4/1/03</u>
Rate per hour (2 hour minimum guarantee)	\$60.00	\$62.00	\$64.25
Additional fee for each episode in excess of one	\$20.00	\$20.75	\$21.50

Overtime shall be paid based upon the minimum or individually negotiated hourly rate. The ninth and tenth hours shall be paid at time-and-one-half; all hours in excess of ten shall be paid at double-time. Any part of an hour shall be deemed a full hour for the purposes of calculating compensation.

Initial compensation shall include the right to exhibit the program, without limitation, for a period of one (1) year from initial release on basic cable television and on broadcast television (except for network prime time broadcast television, governed by Section III, below), and shall also include the right to exhibit the program in all other markets in perpetuity. For exhibition of such program on basic cable television and on broadcast television (other than prime time network broadcast television) beyond the one (1) year period, performers, including singers, employed hereunder on Category II productions shall be entitled to residual compensation in accordance with the following schedule:

20% of the minimum guaranteed session fee to each performer for an additional five (5) years of exhibition on basic cable television and on broadcast television;

15% of the minimum guaranteed session fee to each performer for a second period of five (5) years of exhibition on basic cable television and on broadcast television;

10% of the minimum guaranteed session fee to each performer for a third period of five (5) years of exhibition on basic cable television and on broadcast television;

5% of the minimum guaranteed session fee to each performer for the fourth and each subsequent period of five (5) years of exhibition on basic cable television and on broadcast television;

Such five year periods need not be consecutive.

Should Producer desire to acquire the right to exhibition for basic cable only, with no exhibition on broadcast television, payment for the exhibition periods described above shall be compensated at one-half of the payment required hereunder.

Network Prime Time Television exhibition of a Category II production shall be governed by the provisions of Section III of this Agreement.

Employment of actors in CATEGORY III productions – Except as provided herein with respect to singers, an actor may be employed for the purpose of dubbing sound track on an hourly basis. Performer may perform multiple roles for the compensation set forth below.

The actor shall be compensated at the following hourly rate for each of the first through eighth hours with a minimum daily guarantee of two hours:

	<u>Eff. 4/1/01</u>	<u>Eff. 4/1/02</u>	<u>Eff. 4/1/03</u>
Rate per hour (2 hour minimum guarantee)	\$60.00	\$62.00	\$64.25

Overtime shall be paid based upon the minimum or individually negotiated hourly rate. The ninth and tenth hours shall be paid at time-and-one-half; all hours in excess of ten shall be paid at double-time. Any part of an hour shall be deemed a full hour for the purposes of calculating compensation.

The employer, by payment of the rates applicable to Category III productions, obtains all rights, in perpetuity, to exhibit and distribute the dubbed picture in any medium with the exception of network television.

If a Category III production has its initial release in the theatrical market in the United States and/or Canada, Producer shall convert the production to Category I by payment of the difference between the Category III compensation previously paid, and the compensation required under Category I. If so converted, the production shall be deemed to be a Category I production for all purposes including the obligation to pay residuals or to exercise an option to “buy out” such residuals at the terms provided for in Category I. Payment for such conversion, and the payment of the “buy out”, if elected, shall be made prior to the theatrical release.

Network Television exhibition of a Category III production shall be governed by the provision of Section III of this agreement.

B. Singers (Applicable to Categories I, II and III)

For a session not to exceed four consecutive hours in length.

	<u>Eff. 4/1/01</u>	<u>Eff. 4/1/02</u>	<u>Eff. 4/1/03</u>
Solo and Duo	\$336.00	\$347.75	\$360.00
Groups 3 - 8	\$300.00	\$310.50	\$321.25
Groups 9 or more	\$258.00	\$267.00	\$276.50

Sweetening with or without overdubbing 100% additional
Overdubbing only 25% additional

Contractor Fee:	<u>Eff. 4/1/01</u>	<u>Eff. 4/1/02</u>	<u>Eff. 4/1/03</u>
3 - 8 Singers	\$150.00	\$155.25	\$160.75
9 or more Singers	\$258.00	\$267.00	\$276.50

Step-out rule is also applicable
See Basic Agreement

C. Weekend or Holiday Work

A performer employed hereunder shall be paid at time-and-one-half if such work is performed on a Saturday, or at double-time if such work is performed on a Sunday or a holiday designated in the current SAG Basic Agreement. However, if such work is scheduled on a Saturday or Sunday to accommodate the schedule of the performer, such performer shall be compensated at straight time.

D. Crediting Prohibited

Whenever a performer receives overscale, overtime or other adjustments to the basic wage rate required by the Agreement, such overtime or adjustments shall not reduce the performer's guaranteed employment or guaranteed compensation. No crediting of such guarantees is permitted against any payment required by this Agreement.

III. Network Television Exhibition Rights

There shall be no exhibition of a Category I dubbed motion picture on network television during prime time without first notifying the Guild for the purpose of negotiating terms and conditions applicable to such network prime time television release. Exhibition of such film on network prime time television without first having reached agreement with the Guild shall constitute a substantial breach of this agreement and will result in irreparable damage to the Guild and its members. Therefore, the Guild will in such event be entitled to relief by way of an injunction against the unauthorized or further exhibition of such picture on network prime time television by any person in addition to any claim or claims for damages which the Guild or any of the aforesaid performers may have.

There shall be no exhibition of a Category II dubbed motion picture on network television during prime time without first notifying the Guild for the purpose of negotiating terms and conditions applicable to such network prime time television release. Exhibition of such film on network prime time television without first having reached agreement with the Guild shall constitute a substantial breach of this agreement and will result in irreparable damage to the Guild and its members. Therefore, the Guild will in such event be entitled to relief by way of an injunction against the unauthorized or further exhibition of such picture on network prime time television by any person in addition to any claim or claims for damages which the Guild or any of the aforesaid performers may have.

There shall be no exhibition of a Category III dubbed motion picture on network television without first notifying the Guild for the purpose of negotiating terms and conditions applicable to such network television release. Exhibition of such film on network television without first having reached agreement with the Guild shall constitute a substantial breach of this agreement and will result in irreparable damage to the Guild and its members. Therefore, the Guild will in such event be entitled to relief by way of an injunction against the unauthorized or further exhibition of such picture on network prime time television by any person in addition to any claim or claims for damages which the Guild or any of the aforesaid performers may have.

IV. Employer as Contractor

Should the employer make a sound track for any picture as a contractor and not as the owner of such picture, then the Employer shall obtain from the owner a written agreement, to the benefit of the Guild and the performers in the form annexed hereto as Appendix A, which shall be binding upon said owner, its successors, licensees and assignees whereby such owner assumes the obligation set forth in Section III above. Delivery of such agreement to the Guild shall relieve Employer of its obligations under Section III above.

V. Basic Agreement Applicable

Other than as expressly modified herein, all provisions of the current Producer-Screen Actors Guild Codified Basic Agreement are to remain in full force and effect and shall be binding upon the parties for the full term of this Agreement. If a new Basic Agreement has not been reached by the time the 1998 Basic Agreement expires on July 1, 2001, Producer shall continue to apply the current terms and conditions to issues not addressed by the Dubbing Agreement, until such time as a new Basic Agreement is in effect. Any new economic terms of such Basic Agreement which are retroactive to July 1, 2001 shall apply to this Dubbing Agreement.

VI. Union Security

Section 2 of the Basic Agreement providing for Union Security is by this reference incorporated herein and made part hereof. In order to facilitate compliance with such Union Security provisions, the Employer agrees that before finally engaging performers for the purpose of dubbing English language sound track hereunder, the Employer will furnish the Guild with the names of the performers in prospect for such purpose so that the relevant facts may be ascertained. The Employer further agrees to utilize the facilities of Station 12 established by the Guild in order to ascertain the eligibility status of performers. Liquidated damages in the amount of \$800 for each violation of union security shall be payable by the

Employer to the Guild, it being agreed that the actual damages suffered by the union for such breach would be incapable of ascertainment.

VII. Arbitration

Any and all disputes between the Guild and the Employer, or between the Employer and the individual performer, arising out of or relating to the interpretation or application of this Agreement, or of any individual contract between the Employer and performer, including any dispute as to whether an Employer became a party to this Agreement and any dispute as to whether an Employer entered into an individual contract of employment with any performer shall be submitted to arbitration before a single arbitrator under the rules then prevailing of the Voluntary Labor Arbitration Tribunal of the American Arbitration Association, it being the agreement of the parties that the award duly made as the result of such arbitration shall be final and binding and that judgment may be entered thereon in any court having jurisdiction. The costs of any such arbitration except counsel and witness fees, shall be borne equally by the parties. To the extent that the Basic Agreement contains any provision with respect to arbitration different from or contrary to anything contained in this Section VII, then any such provision is to be deemed of no further force and effect, it being the intent of the parties that the provisions of this Section are controlling.

VIII. Term of Agreement, Termination Procedure

This Agreement shall commence on April 1, 2001. This agreement shall expire on March 31, 2004, but shall continue thereafter until terminated by either party on at least sixty (60) days prior written notice to the other party.

IX. Pension and Health

- A. The Employer is hereby made a party to and is bound by the provision of the "Screen Actors Guild-Producers Pension Plan and Health Plans", hereinafter for convenience referred to as the "Pension Plan" and "Health Plan" respectively, and together as the "Pension and Health Plans". Each Employer shall contribute to the said Plans and to the Screen Actors Guild-Producers Industry Advancement and Cooperative Fund at the same percentages provided under the Basic Agreement.
- B. The Employer agrees to execute such further instruments from time to time as the Trustees of either of said Plans may find necessary or desirable to effectuate the purposes of the Plans or the Employer's obligations with respect to them.

X. New Methods

It is understood and agreed that the wage rates and the other terms and provisions contained in this Agreement are intended to apply only to the dubbing of English language sound track by the use of presently existing methods, devices and techniques. Should the use of new or different methods, devices or techniques be introduced, then the wages and other terms and conditions contained in the Agreement shall be subject to negotiation in so far as they apply to such new or different use and, until a mutually satisfactory agreement is reached, performers are not to be required to dub sound track by any such new or different methods,

devices or techniques but this Agreement shall nevertheless continued in full force and effect with respect to such dubbing as presently carried on.

XI. Late Payment

- A. Session payment shall be due by the end of the payroll week following each week during which services are rendered.
- B. In the event the Employer fails to make any payment when the same is due in accordance with the provisions of this Agreement, the following cumulative liquidated damage payment shall be due and payable to the performer for each day, beginning with the day following the date of default:

\$3.00 per day

up to a maximum damage payment of \$75 (25 days); provided, however, that Saturdays, Sundays and legal holidays which the Employer observes shall not be included, and further provided that the damage shall not be invoked or payable when the performer is at fault for failure to complete a tendered W-4 form or when the performer, having been furnished an engagement contract on or before the day of employment, fails to return the signed contract promptly, or where there is a bona fide dispute as to compensation. The Employer must pay any undisputed amount on time.

- C. In the event the Guild is compelled to enforce any payment due from the Employer either to a performer or the Guild, including the penalties, herein above provided for, through a lawsuit, then provided the Guilds is sustained in such action, the Employer shall be liable for all the expenses incurred by the Guild in prosecuting such lawsuit or in obtaining judicial confirmation of an arbitrator's award including a reasonable counsel fee and the fee of the arbitrator, if any, and the Guild may obtain a judgment for such expenses.

XII. Standard Form Contract

A standard employment contract in the form of Appendix B hereto shall be used for all engagements hereunder and shall be given to the performer a reasonable time prior to performance. Upon request of the Guild, Employer will file copies thereof with the Guild.

In witness hereof, the parties have executed this Agreement.

by _____
Employer Signature

by _____
Screen Actors Guild, Inc.

Employer - Print Name

Address

Date: _____

Date: _____

STANDARD EMPLOYMENT CONTRACT
DUBBING MODIFICATION AGREEMENT

Between _____ and _____
(Employer) (Performer)

Date of Employment _____ Place of Engagement _____

Film Owner (Distributor) _____

Working Title _____ Release Title _____

1. Time Report:

Date(s) Worked	Hours Worked		Overtime
	From	To	

2. Actor's Salary \$ _____ per hour OR Singer's Session Fee \$ _____ (4 hour session)

3. Category of Production and Employment: CATEGORY I CATEGORY II CATEGORY III



Singer - (4 hour session)

Solo and Duo

Group 3-8

Group 9+

Sweetening (add 100%)

Overdubbing (add 25%)

Contractor's fee \$ _____

4. This employment is subject to and the parties hereto are bound by all the terms and conditions contained in the 2001 Screen Actors Guild Dubbing Modification Agreement to the Producer-Screen Actors Guild Codified Basic Agreement of 1998 as the same has been or may hereafter be extended, supplemented or amended. The Performer warrants, represents and agrees that to the extent that the Performer may be lawfully required, the Performer is and shall be a member in good standing of Screen Actors Guild, Inc. and will remain so for the duration of this employment.

5. The Employer hereby represents and warrants that the owner or license of the above named film has signed an agreement assuming and guaranteeing performance of all obligations of Employer to Performer hereunder, and agreeing to be bound by all the terms, covenants and conditions of the agreements described in Paragraph 4 above, including without limitations, the provisions of Section III of the SAG Modification (Dubbing) Agreement of 2001 relating to the exhibition of the film on network television or network primetime television, as applicable and the provision relating to the arbitration of disputes, and that such assumption signed by owner or licensee has been filed with Screen Actors Guild.

6. All disputes and controversies, of every kind and nature, arising out of or in connection with this contract shall be subject to arbitration as provided in the Dubbing Modification Agreement of 2001.

Employer

Performer's Signature

By _____
Employer's Signature

Performer's Social Security Number