



**SCREEN ACTORS GUILD – AMERICAN FEDERATION OF
TELEVISION AND RADIO ARTISTS
INTERACTIVE LOCALIZATION AGREEMENT**

This Interactive Localization Agreement (“ILA” or “Agreement”) is entered into between Screen Actors Guild - American Federation of Television and Radio Artists (“SAG-AFTRA”) and _____ (“Employer”), with respect to the interactive or video game program currently titled “_____” (“Program”).

All terms of the AFTRA 2011-2014 Interactive Media Agreement as amended by the SAG-AFTRA 2017 Memorandum of Agreement and the 2020 Extension Agreement (hereinafter collectively referred to as the “IMA”) are incorporated into this Agreement by reference, except as modified herein. This Agreement is further amended by the AMPTP COVID-19 Return to Work Agreement with the DGA, IA, SAG-AFTRA and Teamsters/Basic Crafts dated as of September 21, 2020 (“RTW Agreement”) (as further detailed in the “COVID Addendum” attached herein). Employer acknowledges that it has received a copy of the IMA and the RTW Agreement, available at www.sagaftra.org/interactive, and is familiar with the terms and requirements of each. In the event of any contradictory terms between this Agreement and the IMA, this Agreement controls. By signing this Agreement, Employer agrees to accept, assume and be bound by all terms of the IMA (as specifically modified in this Agreement), including the trust agreements establishing the SAG-AFTRA Health Plan, SAG-Producers Pension Plan, and the AFTRA Retirement Fund (collectively referred to herein as the “Trust Agreements”) and the RTW Agreement (as specifically modified in the Addendum attached hereto). Employer irrevocably designates and appoints the Alliance of Motion Picture and Television Producers (“AMPTP”) as its attorney-in-fact to select, remove or substitute representatives or trustees under both the Trust Agreements.

Employer must provide a safe workplace and comply with the requirements of the White Paper, The Safe Way Forward, the RTW Agreement, and any other relevant safety standards or protocols promulgated or negotiated by SAG-AFTRA (“SAG-AFTRA Safety Protocols”) and must provide written proof of such compliance. SAG-AFTRA shall not be prevented from monitoring Employer’s performance of its obligations under the IMA, including full access to workplaces at all times to confirm Employer’s adherence to all of those contractual obligations under the IMA and SAG-AFTRA Safety Protocols. SAG-AFTRA’s observation will be done in such a manner as not to interfere with production of any Interactive Program (as defined in the IMA). SAG-AFTRA reserves the right, which it may exercise at any time upon written notice to the Employer, to withhold the services of its Performers when SAG-AFTRA determines, in its sole discretion, that Employer is not providing a safe workplace for any reason, including but not limited to a failure to comply with SAG-AFTRA Safety Protocols, failure to comply with health and safety standards consistent with the local, state and federal guidance regarding social distancing, essential business closures, and shelter in place orders, or positive test results of individuals accessing the workplace.

The Employer agrees to abide by and conform to all wages, benefits, terms and conditions of the IMA and, as appropriate, on behalf of clients for whom interactive or video game programs are produced by or through the Employer. Employer will make all session payments required by the IMA, all social security, withholding, unemployment insurance, and disability insurance payments, and all other payments required of employers by law with respect to such payments and further that

the appropriate contributions will be made to the SAG-AFTRA Health Plan and the AFTRA Retirement Fund in accordance with the terms of the IMA.

SAG-AFTRA and the Employer have agreed upon modification of the IMA with respect to the employment of Performers for the purpose of dubbing or localizing English language sound track to be used in connection with interactive or video game programs initially produced in a language other than English, in accordance and upon the terms and conditions herein set forth.

The Employer agrees to abide by and conform to all wages, benefits, terms and conditions of this Agreement and, as appropriate, on behalf of clients for whom interactive or video game programs are produced by or through the Employer.

1. ELIGIBILITY UNDER THIS AGREEMENT

A. Representations; Required Disclosures

Employer agrees to provide SAG-AFTRA all information necessary to determine whether the Program qualifies for this Agreement. By signing this Agreement, Employer represents that the Project is eligible for coverage under this Agreement and that all information in the Preliminary Information Sheet that was submitted for the Program is true to the best of the Employer's knowledge.

B. Qualification For This Agreement

Qualification under this Agreement is at SAG-AFTRA's discretion. To qualify for this Agreement, SAG-AFTRA will evaluate the Program based on the following criteria:

- i. Program was originally scripted in a foreign language (*i.e.*, not English);
- ii. Localized recording is done to finished visual product. Employer should be relying on Performer to lip sync to existing lip flaps that were animated based on the original foreign language voiceover; and
- iii. Intellectual property owner is based outside of the United States.

Employer showing proof of an already released foreign language Program is clear proof of qualification, but if that option is not available, Employer may be required to produce copies of the original copyright filings, licensed footage of the interactive program/video game which shows the original language, a copy of the English language license, or any other documents or information that SAG-AFTRA deems necessary to confirm qualification.

2. COMPENSATION

A. Salaries

The following compensation shall replace Minimum Scale for Principal Performers set forth in Article I, Section 19 of the IMA and represents a one-time payment (hereinafter referred to as "Session Fee") to Performer for each session. For the avoidance of doubt, this Session Fee includes use for all future integration, use in DLC, and reuse without any additional compensation which may otherwise apply under the IMA. **The grant of rights provided herein shall not be deemed to**

include use in toys or other merchandising unless separately bargained for with the Performer. This Session Fee shall only cover the use of the original voice assets or recordings as recorded. Use in any manner that would allow Employer or any related company or person to manipulate or otherwise rearrange the original words spoken is strictly prohibited.

Day Performers (including solo/duo singers) 150% of scale
(Up to 12 voices per 4-hour session)

An Employer that employs at least 10 principal performers on a specific interactive program may hire performers to do “Atmospheric Voices” under the terms set forth below. Atmospheric Voices shall be defined as voices for characters that (1) do not have more than 300 scripted words and (2) do not advance the principal storyline.

Atmospheric Voices Day Performers 150% of scale
(Up to 20 atmospheric voices per 4-hour session)

	11/8/20 - 11/13/21	11/14/21 - 11/7/22
Scale Rate Calculated:	\$1,393.50	\$1,435.13

B. Vocally Stressful Sessions

Sessions that predominantly contain vocally stressful work will be no longer than two (2) hours and paid at the full scale rate above. Vocally stressful sessions are any work that risks damage or undue strain to the Performer’s voice which may be due to prolonged requests for the Performer to enact: yelling/shouting/screaming, fighting sounds, death sounds, battle cries, complicated creature sounds, unnatural vocal textures, extensive whispering, high pitched vocal sounds, or any other voice/sound that is difficult/challenging for the performer to deliver.

C. Social Security, Withholding, Unemployment, and Disability Insurance Taxes

All payments of compensation for the services of Performers hereunder shall be made by check to the Performer as provided in this Agreement. In order to comply with federal/state laws and the IMA, SAG-AFTRA strongly recommends that all payments made by check be issued by a payroll company experienced in the entertainment industry and payable to the order of the individual performer. Each check should be accompanied by a separate written statement indicating dates worked, overtime, adjustments, reimbursements, tax deductions, and name and address of Performer’s “employer of record.” Additionally, signed production time sheets and photocopies of checks sent to Performers may be delivered to SAG-AFTRA when requested.

D. SAG-AFTRA Health Plan and AFTRA Retirement Fund

The Employer shall pay to the SAG-AFTRA Health Plan and AFTRA Retirement Fund contributions equal to 16.5% of the gross compensation paid to each Performer under this Agreement and are paid in accordance with Article I, Section 34 of the IMA. Health and Retirement Plan contributions are due at the time the Performers’ compensation is paid.

3. TRANSPARENCY

A full and forthright description of the role to be played must be given at the time of audition or interview or, if none, at the time of booking. Such description should include:

- a) Code name of the Program;
- b) Whether the Program is based upon a previously published intellectual property, including any film, television program, novel, play, videogame, or other work;
- c) Whether the Performer is being asked to reprise a role from a prior game;
- d) Description of genre (as one or more of):
 - i. fighting/shooter;
 - ii. role playing game;
 - iii. simulation/racing/sports; or
 - iv. puzzle/casual/kids & family/strategy
- e) Whether use of profanity, content of a sexual or violent nature, or racial slurs are required;
- f) Length of Performer's role;
- g) Use of unusual terminology;
- h) Whether memorization is required; and
- i) whether cue cards or other prompting devices will be used.

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

4. TRANSFER OF RIGHTS – ASSUMPTION AGREEMENT

Upon the sale, transfer, assignment or other disposition by Employer of any Program produced by it hereunder, the Employer shall not be responsible to SAG-AFTRA or to any SAG-AFTRA members for any payments thereafter due with respect to the use of such Programs or for a breach or violation of this Agreement by such transferee, if SAG-AFTRA approves the financial responsibility of such transferee in writing (which consent shall not be unreasonably withheld), and if the Employer in its agreement with such transferee has included a provision in the form of a SAG-AFTRA Transfer of Rights attached as Exhibit A.

The Employer agrees to give written notice to SAG-AFTRA via email to interactive@sagaftra.org of each sale, transfer, assignment, or other disposition of the Program which is subject to this Agreement within 30 days after the consummation of the sale, etc., and such notice shall specify the name and address of the purchaser, transferee, or assignee.

5. SUNSET CLAUSE

The parties recognize that this Agreement is being offered at a time when the business models and patterns of usage of localized programs are in the process of exploration, experimentation and innovation. Therefore, all provisions of this Agreement expire on the termination date of the 2020 SAG-AFTRA IMA Extension Agreement (November 13, 2022) and will be of no force and effect thereafter. No later than sixty (60) days before that expiration date, SAG-AFTRA will notify Employer of new terms and conditions to be in effect thereafter.

Employer will inform SAG-AFTRA of the final game title no later than the release of the game.

This Agreement reflects the complete understanding reached between the parties in connection with the subject matter addressed and supersedes any oral understanding or agreement regarding all such matters.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

**EMPLOYER
AGREED AND ACCEPTED**

Authorized Signature

Print Name and Title

Company Name

Address, City, State, Zip

Phone

E-Mail

Date

**SAG-AFTRA
AGREED AND ACCEPTED**

Signature

Print Name and Title

Date

INTERACTIVE COVID ADDENDUM
RETURN TO WORK AGREEMENT

This Addendum to the Letter of Adherence for the Interactive Media Agreement fully incorporates by this reference the AMPTP COVID-19 Return to Work Agreement with the DGA, IA, SAG-AFTRA and Teamsters/Basic Crafts dated as of September 21, 2020 (“RTW Agreement”).

The RTW Agreement is modified in the following manner for purposes of work on Interactive Programs:

1. For the avoidance of doubt, it shall be the responsibility of the Employer to arrange for and pay for all safety and COVID-19-related costs (e.g., testing, PPE).
2. The recital of the RTW Agreement providing that it “contains the entire agreement and understanding among the parties with respect to the temporary modifications necessary in light of COVID-19” is hereby modified with respect to Employer’s Interactive Programs. SAG-AFTRA may require Employer to take further action with respect to COVID-19 than is provided in the RTW Agreement, before engaging and/or returning individuals to work under the applicable collective bargaining agreement.
3. SAG-AFTRA will require Employer to provide written information regarding its compliance with the RTW Agreement and any other requirements. It is within the Union’s sole discretion which information is required, the frequency of the information requests, and in which format. Compliance with SAG-AFTRA’s requests for such information is a condition of SAG-AFTRA clearance for the Project.
4. Employer agrees to notify SAG-AFTRA when there is a positive test on the Project, including identification of the zone, the type of test used, and re-testing results along with any quarantine or contact tracing conducted as a result of the positive test result(s). Additionally, Employer agrees to notify SAG-AFTRA when it shuts down and restarts the Project for any period of time.
5. Employer agrees to provide test results to performers at the same time as the Employer receives the test result information. The test results should contain the date of specimen collection.

EXHIBIT A



TRANSFER OF RIGHTS – ASSUMPTION AGREEMENT INTERACTIVE

In consideration of the execution of a transfer of rights between _____ (“Employer”) and _____ (“Transferee”), Transferee agrees that the interactive or video game program currently titled “_____” (“Program”), which began work on _____ (insert start date), is subject to the current SAG-AFTRA Interactive Media Agreement, as may be amended, supplemented, or replaced (“IMA”) covering interactive or video game programs.

Transferee hereby agrees expressly for the benefit of SAG-AFTRA and its members affected thereby to make all payments of fees as provided in said IMA and all Social Security, withholding, unemployment insurance, and disability insurance payments and all appropriate contributions to the SAG-AFTRA Health Plan and AFTRA Retirement Fund required under the provisions of said IMA with respect to any and all such payments and to comply with the provision of said IMA with respect to the use of such Program and required records and reports. It is expressly understood and agreed that the rights of Transferee to use such Program shall be subject to and conditioned upon the prompt payment to the Performers (as defined in the IMA) involved of all compensation as provided in said IMA, and SAG-AFTRA, on behalf of the Performers involved, shall be entitled to injunctive relief in the event such payments are not made.

By execution and submission of this Transfer of Rights – Assumption Agreement, Employer and Transferee are confirming that the above responsibilities have been included in the transfer of rights agreement between Employer and Transferee. In accordance with the IMA, Employer, hereby, is giving written notice by mail or e-mail to SAG-AFTRA of the sale, transfer, assignment, or other disposition of the Program which is subject to the IMA within thirty (30) days after the consummation of the sale, etc., and such notice contains the name and address of the purchaser, transferee, or assignee. SAG-AFTRA’s counter-execution of this Transfer of Rights – Assumption Agreement will serve as the written approval of the financial responsibility of the Transferee.

ACCEPTED AND AGREED BY: EMPLOYER

Authorized Signature

Print Name and Title

Company Name

Date

SAG-AFTRA

Signature

Print Name and Title

Date

TRANSFEE

Authorized Signature

Print Name and Title

Company Name

Address, City, State, Zip Code

Phone

Email

Date