

Notes about this brief

1. As an actor, it's not enough to know performance and business/marketing, you must also be aware of the rules and standards of the work. This is what is in the Union contracts.
2. I am a working actor, union member, elected union leader, and volunteer. Although I am involved in union efforts, this brief does not speak for or on behalf of SAG-AFTRA.
3. I have translated the information for the layperson, but the official contract is the most accurate the source of information.

The Interactive Media Agreement(s)

SAG-AFTRA Contracts that cover Video Game work

1. State of the industry
2. The basics of the contracts
3. Issues with the contracts
4. Questions?

State of the Industry

- Global Video Game revenue in 2020 was approx. \$180 Billion making it more profitable than the Movie (\$100B) and North American Sports (\$75B) industries combined. (Marketwatch based on and NPD and IDC market analysis)
- Game budgets are as varied as film budgets, from student projects to 100 million dollar mega blockbusters.
- The current Interactive Media Agreement expired in Nov 2022. SAG-AFTRA has been negotiating with employers since Oct 2022 to agree on a new deal.
- Interactive work includes vocal stress and performer stunt safety.

State of the Industry

- Artificial Intelligence and PCAP have changed the industry, and the concepts of intellectual property, and the tech will continue to migrate from video games into TV/Films/Commercials.
- Non union production is aided by automated processes (P2P services), cheap and accessible technology, and an abundance of willing performers.
- We did not achieve residuals/usage during the 2016-2017 strike but did get a secondary payments for multiple sessions.

The Agreements

1. 2011-2014 AFTRA Interactive Media Agreement - Negotiated

a. 2017 Interactive Media MOA (after the strike)

b. 2020 IMA Extension

COMING SOON - 2023 Negotiated IMA

2. 2020 Low Budget Video Game Agreement - Promulgated

3. 2020 Interactive Localization Agreement - Promulgated

The IMA

The Video Game Union Contract is called the Interactive Media Agreement, or IMA.

Working under the IMA ensures you have the backing of the Union for:

MINIMUM WAGES, known as scale

Safe **WORKING CONDITIONS**

Contributions to **PENSION** and **HEALTHCARE**.

Contract **ENFORCEMENT**.

The IMA is a national collective bargained Agreement.

Negotiating partners:

Activision Productions, Inc.

Blindlight, LLC

Disney Character Voices, Inc.

Electronic Arts Productions Inc.

Rockstar Games

Formosa Interactive, LLC

Insomniac Games, Inc.

Take 2 Productions, Inc.

VoiceWorks Productions, Inc.

WB Games Inc.

Epic Games

Getting Hired

For an interactive project, you will most likely be hired using a DAY PLAYER contract either as a Principal actor, Stunt Performer, Singer, or Dancer.

Less common way to be hired:

- 3-day or weekly performer
- Atmospheric Voices

Atmospheric Voices defined as characters that don't have more than 300 scripted words and don't advance the principal storyline.

Employers can use Exhibit A or Exhibit C for individual contracts

MEMBER REPORT - INTERACTIVE MEDIA

AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS

350 Sansome St., # 900
San Francisco, CA. 94104
(415) 391-7510

260 Madison Ave., 7 Fl. New
York, NY. 10016 (212) 532-0800

One E. Erie St. #650
Chicago, IL. 60611 (312) 573-
8081

5757 Wilshire Blvd., 9 Fl.
Los Angeles, CA. 90036
(323) 634-8100

One copy of this form must be filled out and filed with AFTRA within 48 hrs. of engagement. Each member is responsible for filing their own Member Report, or making certain that one is filed on their behalf, in New York, Chicago, San Francisco, Los Angeles (addresses above) or the nearest local AFTRA office. Failure to file for each engagement - will subject you to a fine for each such offense. Performer must initial opposite name if AFTRA Reporter is designated.

Date of Engagement:

Recording Location:

Address:

Employer/Signator	Name	Address	City	State	Zip	Phone
Type of Employment:	☐ Day Player	☐ 3-Day	☐ Weekly	☐ VO	☐ Other	
	☐ Background	☐ Atmospheric				(specify)
Title of Interactive Program: _____						
Compensation:	☐ Scale \$ _____	☐ Integration Payment	☐ Cloud Gaming			
☐ Other				(specify)		
Fee To Be Paid By: _____						
Wardrobe Fitting:	Date	_____	From	_____	To	_____
Travel Time To:	Date	_____	Time Left	_____	Time Arrived	_____
Travel Time From:	Date	_____	Time Left	_____	Time Arrived	_____
Additional Information: SINGER(S) ☐ Doubling ☐ Multiple Tracking ☐ Sweetening Explain: _____						

Social Security No.	Performer	Artist To (initial)	Camera		Hours Employed			# of Productions	Type of Performance	Wardrobe Furnished by Artist		Will Agent's Compensation be paid?	
			On	Off	(Specify all Breaks Incl. Meal Periods)					Yes	No	Yes	No
					From	Meal	To						

The information contained in this Memorandum is obtained from the contract(s), verbal or written, which the undersigned employer has entered into with the members of AFTRA whose names are listed hereon.

KEY To Type of Performance

P	Principal	D3	Group Dancer 3-8	G9	Group Singers 9-more
V	Voice-Over	D9	Group Dancer 9-more	SE	Sound Effects
S	Stunt	SS	Solo/Duo Singer	C	Contractor
SD	Solo/Duo Dancer	G3	Group Singers 3-8	BA*	Background Actor

*Specify type of Background Actor

EMPLOYER _____

Signature of Employer or

Employer Representative: _____

AFTRA Performer: _____

AFTRA Performer's Phone # _____

Date: _____

EXHIBIT C

PERFORMER CONTRACT FOR INTERACTIVE MEDIA

Company: _____ Performer: _____
(c/o): _____

Title: _____
("Program")

Date Employment Starts _____ Telephone No. _____
Role(s) _____ Social Security No. _____

Type of Employment: Principal ☐ Voice-Over (4-hr. day) ☐ Number of Voices ____
(check one) Voice-Over (6-hr. day) ☐

Stunt ☐ Atmospheric ☐ Background Solo/Duo Singer ☐ Solo/Duo Dancer ☐
Sound Effects ☐ Actor ☐ Group Singer 3-8 ☐ Group Dancer 3-8 ☐
Contractor ☐ Group Singer 9+ ☐ Group Dancer 9+ ☐

Form of Employment: Day Player ☐ 3-Day ☐ Weekly ☐
Daily Rate \$ _____ 3-Day Rate \$ _____ Weekly Rate \$ ____

Off-Camera Hourly Rate (Singers Only) \$ _____

Are payments being made now for: Cloud Gaming _____ Integration _____
(initial if acquired)

Additional Terms and Conditions Attached: Yes ☐ No ☐

Special Provisions (if any):

Wardrobe supplied by Performer: Yes ☐ No ☐

If so, number of outfits _____ @ \$ _____ (formal) _____ @ \$ _____

THIS AGREEMENT covers the employment of the above-named Performer by, _____ in the Interactive Program(s) and at the rate of compensation set forth above and is subject to and shall include for the benefit of the Performer and the Employer, all of the applicable provisions and conditions contained or provided for in the AFTRA Interactive Agreement of 2011-2014, as the same may be amended, between AFTRA and Employer. Employer shall have all the rights in and to the results and proceeds of the Performers services rendered hereunder, to the maximum extent provided in the AFTRA Interactive Agreement.

ACCEPTED AND AGREED:

Company Performer
Initial if Additional Terms and Conditions
Agreed To _____

Address Address

City State Zip Code City State Zip Code

NOTICE TO PERFORMERS: RETAIN A COPY OF THIS CONTRACT FOR YOUR PERMANENT RECORDS

SAG-AFTRA PERFORMERS PRODUCTION TIME REPORT

Exhibit G

Picture Title _____
Company _____ Production No. _____ Date _____ Contact _____ Phone No. _____
Shooting Location _____ Is Today a Designated Day off?* Yes ___ No ___ Production Type: MP ___ TV ___ MOW ___ Industrial ___ Other ___

SELECT FROM DROP-DOWN LIST																													
WORK - W START - S				REHEARSAL - FITTING - FT TRAVEL - TR HOLD - H TEST - T FINISH - F				WORK TIME				MEALS						TRAVEL TIME						WARDROBE					
CAST	MINOR?	CHARACTER	Report Makeup Wardrobe	Report on Set	Dismiss on Set	Dismiss Makeup Wardrobe	ND Meal		1ST MEAL		2ND MEAL		Leave for Location	Arrive on Location	Leave Location	Arrive at Studio	Stunt Adj.	Minors Tutoring Time	No. of Outfits Provided	Forced Call	MPVs	PERFORMER'S SIGNATURE							
							In	Out	Start	Finish	Start	Finish																	
							</																						

Wages

		3%	3%
	11/10/19- 11/7/20	11/8/20- 11/13/21	11/14/21- 11/07/22
Off-Camera Performers:			
Day Performer (up to 3 voices / 4-hour day)	\$902.00	\$929.00	\$956.75
Day Performer (1 voice / 1 hour)	\$451.00	\$464.50	\$478.50
Additional Voices (each)	\$300.75	\$309.75	\$319.00
6-10 Voices / 6-hour day	\$1,804.25	\$1,858.50	\$1,914.25

Off-Camera Singers:			
Solo/Duo (4-hour day)	\$902.00	\$929.00	\$956.75
Hourly Rate*	\$451.00	\$464.50	\$478.50
Group Singers 3-8 (4-hour day)	\$477.75	\$492.00	\$506.75
Group Singers 9+ (4-hour day)	\$414.75	\$427.25	\$440.00
Group Hourly Rate*	\$267.50	\$275.50	\$283.75
Contractor 3-8 (4-hour day)	+50%	+50%	+50%
Contractor 9+ (4-hour day)	+100%	+100%	+100%
*Once Producer engages Singers at hourly rate, no conversion to Day Player rates.			

Atmospheric Voices:			
Up to 20 Atmospheric Voices (4-hour day)	\$902.00	\$929.00	\$956.75
Unlimited Atmospheric Voices (4-hour day)	\$1,804.00	\$1,858.00	\$1,913.75
Up to 3 Atmospheric Voices (1 hour)	\$451.00	\$464.50	\$478.50

Wages

On-Camera Performers:

Day Performer (including solo/duo singers)	\$902.00	\$929.00	\$956.75
3-Day Performers (including solo/duo singers)	\$2,282.00	\$2,350.50	\$2,421.00
Weekly Performers (including solo/duo singers)	\$3,130.50	\$3,224.50	\$3,321.25
6-Day Overnight Location	\$3,443.00	\$3,546.25	\$3,652.75
Group Singers 3-8 (4-hour day)	\$855.75	\$881.50	\$908.00
Group Singers 9+ (4-hour day)	\$746.50	\$769.00	\$792.00
Contractor 3-8	+50%	+50%	+50%
Contractor 9+	+100%	+100%	+100%
Step Out:			
Per day –up to 15 cumulative bars	\$1,353.00	\$1,393.50	\$1,435.25
Per day – 16+ cumulative bars or detained 1 hour+	Group rate + \$902.00	Group rate + \$929.00	Group rate + \$956.75

Dancers:

Rehearsal Days Only	\$530.00	\$546.00	\$562.50
Work Days (no rehearsal):			
Solo/Duo	\$902.00	\$929.00	\$956.75
Group 3-8	\$790.25	\$814.00	\$838.50
Group 9+	\$690.50	\$711.25	\$732.50
Weekly Option (includes rehearsals):			
Solo/Duo	\$2,900.00	\$2,987.00	\$3,076.50
Group 3-8	\$2,657.50	\$2,737.25	\$2,819.25
Group 9+	\$2,417.50	\$2,490.00	\$2,564.75
Hazardous Work	\$81.25	\$83.75	\$86.25

Secondary Payments

Currently no residual/usage payments for video games under the IMA.

2017 Update - Added extra pay for working multiple sessions

Extra payment for multiple session on a game:

Incremental

1 Session	\$75.00
2 Sessions	\$125.00
3 Sessions	\$175.00
4 Sessions	\$175.00
5 Sessions	\$225.00
6 Sessions	\$225.00
7 Sessions	\$275.00
8 Sessions	\$275.00
9 Sessions	\$275.00
10 Sessions	\$275.00
11+ Sessions	\$00.00

Aggregate

1 Session	\$75.00
2 Sessions	\$200.00
3 Sessions	\$375.00
4 Sessions	\$550.00
5 Sessions	\$775.00
6 Sessions	\$1000.00
7 Sessions	\$1275.00
8 Sessions	\$1550.00
9 Sessions	\$1825.00
10 Sessions	\$2100.00
11+ Sessions	\$2100.00 max payment

Two very important definitions

“INTEGRATION” is the use of a performance from one game in another game. Pays 125-135% of Total Applicable Base Pay.

Integration does not mean or include:

- (i) Repetition of the performance within the game due to branching narratives.
- (ii) Adapting the game to different Platforms (porting), Cloud Gaming systems, or geographic territories.
- (iii) The use of game material in Linear Programs.

(2017 Update) Limited integration into all programs of a franchise paid per 300 lines.

“REUSE” means using game material in a Linear Program and anything not covered by "integration". Reuse requires a new contract and should be paid the appropriate scale in the new medium.

e.g. Theatrical rates for reuse in a movie

Working Conditions

- Sessions are 4 hours or 6 hours (vocally stressful session are 2 hours at full rate as a standard practice). After that you get paid overtime.
- A Stunt Coordinator (or appropriately trained person) must be present for stunts.
- VO performers get rest breaks (5 min/hr).
- All performers get rest between work sessions (12 hours).
- Employers have to provide you lunch (after 6 hours).
- You get paid more for working weekends or holidays.
- Employers have to provide a safe work environment and other safety protections.

Other Important Things

- Employer pays additional **16.5%** of gross pay to the Health and Retirement plans.
- Each project has a Business Representative. That rep is the performers point of contact to understand waivers, NDAs, Contract riders, etc. (Note on NDAs and business reps)
- If an employer sells or transfers IP, the Union has to agree and the transfer includes an agreement by the transferee to be held to the terms of the agreement.
- **Union agrees to grant reasonable waivers. Individual members can't sign waivers without Union approval.**

Working Conditions

- A full and forthright description of the role to be played must be given at the time of booking. To the extent known at the time of the booking, such description should include:
 1. Code name of the Program;
 2. Whether the Program is based upon a previously published intellectual property, including any film, television program, novel, play, videogame, or other work;
 3. Whether the Performer is being asked to reprise a role from a prior game;
 4. Description of genre (as one or more of):
 - a) fighting/shooter;
 - b) role playing game;
 - c) simulation/racing/sports; or
 - d) puzzle/casual/kids & family/strategy
 5. Whether use of profanity, content of a sexual or violent nature, or racial slurs are required;
 6. Whether stunts will be required;
 7. Length of Performer's role;
 8. Use of unusual terminology;
 9. Whether memorization is required; and
 10. whether cue cards or other prompting devices will be used.

Issues in the current contract

Referred to the Industry Cooperative Committee:

- How performers are credited.
- A Cast Clearance/Production process.
- An agreed upon definition of Vocal Stress.
- The Promo/trailer loophole
- No bargained protections against Digital Cloning.
- Safety issues on PCAP sets.

Trailers

TRAILERS/PROMOS are unique in the video game world.

Trailers/Promos sell the game or the platform only.

e.g. It's ok to use Halo to sell an Xbox, but not a soft drink brand.

12 minutes or less – no additional compensation.

(Sideletter #1)

“During the term of the 2010-2011 IMA, a disagreement arose between the bargaining parties over the application of Section 18 to spots on television that promote programs produced under the IMA. The Employers and AFTRA each reserve their respective positions with respect to all issues related to that dispute.”

The Low Budget Interactive Agreement

BUDGET CAP

Total production budget cannot exceed \$1,500,000.

PRODUCTION

New productions are on a case-by-case, one-production-only (OPO) basis.

PERFORMERS

Motion capture and performance capture work are covered under this Agreement.

OFF-CAMERA COMPENSATION

The Principal Day Performer rate

\$956.75 for a 4-hour session or

\$478.50 for a 2-hour session.

Up to 10 voices per hour for an unlimited number of characters.

DAY PLAYER ONLY

No 3-day or Weekly On-Camera rates are available.

ADDITIONAL COMPENSATION

Residual of 25% of a Full Scale Payment for each 500,000 units sold or unique subscribers (when games are not sold by units) up to a total of 4 secondary payments.

The Low Budget Interactive Agreement

VOCALLY STRESSFUL SESSIONS

Sessions that contain vocally stressful work will be no longer than 2 hours and paid at full 4-hour rate.

“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.”

PROHIBITION ON DIGITAL REPRODUCTIONS

Employer may not use any digital scanning techniques to create digital reproductions of any Performer or Background Actor in connection with the Interactive Program without the union’s consent. Employer may not use any digital reproduction of an individual, living or deceased, as a character or in place of Background Actors in the Interactive Program without the union’s consent.

The Interactive Localization Agreement

CRITERIA TO QUALIFY FOR AGREEMENT:

- Program originally scripted in a foreign language.
- Recording is done to picture.
- Intellectual Property owner is outside of the United States.

COMPENSATION

- Session fees cover all future Integration, DLC, and Reuse except toys & other merchandising.
- Pay covers original voice recordings. Manipulation of the recordings is prohibited.
- Day rate, inc solo/duo singers, and atmospheric voices (up to 20) - \$1435.13
- Vocally stressful sessions limited to 2 hours.

Current needs of performers

1. Digital Doubles

2. Safety

3. Wages

Synthetic Voice Contract Provisions

www.navavoices.org/synth-ai/

- Explicit limits on use of the “results and proceeds” of a synthetic model.
- Ability for the performer to consent to use.
- Appropriate payment for use.
- Safe Storage and tracking of the performers voice, likeness, performance and all products created from them.
- Ability to opt out or term limits for synthetic model use.
- Clearly denoted exclusivity.

www.gameactor.info

HumanArtistryCampaign.com

www.sagafta.org

Questions?