



**2025 SAG-AFTRA CORPORATE/EDUCATIONAL & NON-BROADCAST CONTRACT**  
**MEMORANDUM OF AGREEMENT**

Memorandum of Agreement ("MOA") made by and between SAG-AFTRA ("SAG-AFTRA" or the "Union") and American Residuals & Talent, Inc., CMC/Forecast, Inc., Extreme Reach Talent, Inc., Krause Sautter & Associates dba The Production Asylum, SIMULATIONS, Inc., Talent Direct LLC, Talent Solutions LLC, and The Team Companies LLC ("Producers") on this 10th day of October 2025.

1. Amend Section 1, Coverage as follows:

Delete "and members of the public who participate on a testimonial or interview basis"

2. Amend Section 2, Definition of Program as follows:

.....for the purpose of instruction or education, sales promotions, amusement or entertainment at locations such as meetings, conventions, points-of-sale, new media distribution, public displays, churches...."

3. Delete Section 4, World's Fair in its entirety.

4. Amend Section 5.D.4, Categories: Category II as follows:

**Increase automatic renewal rate to 125% of total Applicable Salary**

5. Delete 6.B.1, Crowds at Public Events in its entirety and replace with the following "Live Events":

The Union waives application of this Agreement to persons attending a "Live Event" subject to this subsection. A Live Event is one attended by at least twenty (20) persons who are neither hired nor cast by Producer to attend the event. However, such Live Events (1) shall not be staged for the purpose of producing Material; and (2) non-covered participants at the Live Event may not receive individual direction but may be directed as a group.

6. Amend Section 6.B.3, On-Site Operations as follows:



Upon specific request of Producer or its hiring agency, SAG-AFTRA will grant an automatic unconditional waiver whereby Producer may photograph workers showing such workers engaged in activities which are consistent with their regular work assignments, including for example in a restaurant, a hospital or a factory. actual factory production showing workers engaged in practical operation of technical and complicated machinery.

7. Amend Section 6.C, Waivers as to Certain Non-Professional Persons by adding new subsection 4 as follows:

4. Members of the public who participate on a testimonial or interview basis where the following conditions are met:
  - a. The person's appearance in the program consists of them describing their honest and true experiences and/or opinions, consistent with legal and regulatory requirements where applicable for testimonials.
  - b. The person may not deliver slogans or taglines.
  - c. The Producer must make clear in the casting notice, if any, and/or hiring process that Producer is seeking non-professionals;
  - d. The person has not been paid to render services as a principal performer in a commercial, a play, a television program, a theatrical motion picture, a corporate/educational & non-broadcast program, or an entertainment program made for Internet or New Media.
  - e. The Producer may engage the person for up to two (2) programs.
  - f. The person is not widely known to the public at large and does not qualify as a "celebrity" as that term is generally understood in the industry;
  - g. In the event the foregoing conditions are not met, the person(s) shall be a covered person and receive the full benefit of the Contract, unless otherwise provided elsewhere in the Contract.



8. Amend Section 7, Minimum Compensation, Fees Per Program to reflect that except as otherwise provided herein, effective 30 days from the parties' agreement on the updated rate sheet, all minimums for all performers shall increase by 9%.

The following allowances, adjustments and fees shall be increased by the same percentage and on the same effective date as the agreed-upon wage increase applicable to Minimum Compensation for this and future contracts..

- Section 35 A. and B. Wardrobe Allowances
- Section 38.B.1. Body Make-up, Skull cap, Hairgoods
- Section 40. Flight Insurance
- Section 42.B.8. Dancer Hazard Pay
- Section 42.B.11. Dancer Footwear
- Section 44.N. Wet, Snow & Smoke Work

9. Amend Section 7.A.5, Half-Day Engagement as follows:

- a) Half-Day Engagement (four hours or less only), ~~which can be utilized only once per Performer per program~~, is limited to the following circumstances.
  - i) Rehearsal time (no photography) of four (4) consecutive hours or less on one or more days, provided a firm date for the subsequent workdays is given at the time of booking; or
  - ii) A Day Performer may be booked up to twice per program for a session of four (4) consecutive hours or less, ~~roles which can be completed within four (4) hours of work time~~.

The Producer will use best efforts when scheduling Half-Day Engagements to take into account scheduling conflicts of the Performer.

- b) The Producer may engage the Performer for up to four (4) consecutive hours of rehearsal time or worktime at no less than sixty-five percent (65%) of the ~~Day~~ Performer's minimum scale or sixty-five percent (65%) of the Performer's pro rata single day rate, whichever is higher. Any travel time which causes the total workday to exceed four (4) hours shall be paid at straight time based upon the



Performer's full day rate (one-hundred percent [100%])

- c) Stet
- d) Producer may not engage a performer for a Half-Day Engagement (other than rehearsal) more than twice per program. ~~No Half Day Engagement (other than rehearsal) shall be continued for additional days unless the Performer receives at least one hundred percent (100%) for the half-day.~~ However, if a mechanical failure (i.e., camera inoperative, power loss, etc.) occurs within the first four (4) working hours and thereby causes a continuation on an additional day, the requirement for one-hundered percent (100%) payment for the half-day shall not apply. Any extension of Half-Day Engagement is subject to the Performer's consent at the time of extension.
- e) For Dancers, Stunt Performers, On-Camera Narrator/Spokesperson, 3-Day and ~~Performers~~ or Weekly Performers, only the half-day rehearsal rate may be used. When booked for a half-day rehearsal, the Performers' guarantee is increased by one-half day.
- f) This provision shall not apply to any category of Dancers, Background Actors, On-Camera Narrators/Spokespersons And Stunt Performers.
- g) Compensation - add 65% of session rate for solo/duo Dancers (group dancers paid at solo/duo rate for rehearsals), Stunt Performers and On-Camera Narrators/Spokespersons (65% of the additional day rate).

10. Amend Section 7.E.1, Minimum Compensation, Background Actors as follows:

The rates listed below shall apply to the first ten (10) Background Actors employed per day for each Non-Broadcast program produced. Background performances generated by digital replicas shall not be included in the ten (10).

11. Amend Section 7.E.3.b(1,) Special Ability Background Actor - Including Stand-in, Photo



Double with the following:

- a) Change title of subsection Special Ability Background Actor - Including Stand-in, Photo Double, and Hand Model.
- b) Add to examples of special skills:  
"hand/body parts model"

12. Amend Section 8.A, AFTRA Retirement Fund & SAG-AFTRA Health Plan to reflect a 1.5% increase to the total contribution rate as of November 1, 2025. All increases shall be directed to the AFTRA Retirement Fund. Change title of this Section 8 to SAG-AFTRA Health Plan & AFTRA Retirement Fund.

13. Amend Section 8.A.4, AFTRA Retirement Fund & SAG-AFTRA Health Plan by adding the following as the last sentence to the Section:

A performer engaged under an over-scale guarantee as an on- or off-camera narrator spokesperson or the equivalent, may agree to exclusivity of not longer than three (3) years, provided such agreement is stated in performer's contract. The parties recognize that it is not the intent of this provision for exclusivity to become a routine term in the engagement of performers in the ordinary course.

14. Amend Section 9.C.5, Supplemental Use -Principal Performers Only: Sale and/or Rental to the Industry as follows:

Increase rates to 25% for payment within 90 days and 35% for payment beyond 90 days

Add new example:

- d) A subscription-based service providing on-going training for employees at participating companies.

15. Amend Section 10.B.3, Use in a New Program Created for Another Field or Medium - Theatrical Motion Pictures, TV Programs, Commercials, Etc. as follows:



No service of the principal performer is contracted for except as specified in this Collective Bargaining Agreement. This paragraph is not intended to prevent a Performer from contracting for services of a kind not covered by this Agreement by individual contract at such rates of pay and under such conditions as Producer and the Performer shall agree, subject only to the requirement that it shall not be in conflict with this Collective Bargaining Agreement. Producer shall not require a performer to include such services as part of Performer's employment under this Agreement, but must bargain separately for such services if requested by Producer and agreed to by the principal performer. Such services include, but are not limited to, advance translation of scripts, ASL interpretation to facilitate communication among participants, consultation concerning ADA accommodations with any performer beyond the scope of any required interactive process.

16. Add to Section 10, Use in a New Program Created for Another Field or Medium - Theatrical Motion Pictures, TV Programs, Commercials, Etc. new C.

C. The provisions of this Section shall not limit the Producer's right to use or authorize the use of clips from Corporate/Educational & Non-Broadcast programs, without bargaining or making additional payment: (1) in connection with news and review purposes; and (2) in connection with award programs, provided that any clip used in such a program is limited to five (5) minutes. For award programs, Producer shall use best efforts to acknowledge that the clip was produced under the Union Agreement.

17. Amend Section 14.E, Policy of Non-Discrimination and Affirmative Action, as follows:

In accordance with the Americans with Disabilities Act, at no lesser standard than is required by the law as currently written, all facilities under the control or used on behalf of Producer in connection with the casting or production of Corporate, Educational & Non-broadcast programs including, but not limited to, dressing rooms, lodging, studios, locations (where feasible), sets and transportation, and access thereto, shall provide reasonable accommodations for performers with disabilities. Such facilities, and access thereto, as well as transportation provided by Producer shall be



suitable for the needs and requirements of any principal performer whether by reason of age or disability.

18. Amend Section 14.E.1 and 2, Policy of Non-Discrimination and Affirmative Action, as follows:

1. For any role in which a deaf or **hard-of-hearing** Performer is sought or cast, Producer shall provide, during the audition and through the engagement, certified or qualified interpreter(s) for deaf (i.e., interpreter(s) qualified or certified in sign language or oral interpretation).
2. With regard to Performers who are blind **or low vision**, Producer and such Performers shall make mutually acceptable provision to make the script and/or sides available to the Performer in advance of auditions.

19. Add to Section 15, Casting & Auditions new subsection A and renumber accordingly.

A. When a Producer engages a casting company, Producer shall use commercially reasonable efforts to require such companies to comply with applicable laws regarding charging performers fees for accessing job listings or submitting for a role.

In the event a performer is asked to pay a fee to access casting materials or to upload a self-tape or otherwise make a submission including a resume and headshot for the role being cast, the performer or the Union should contact the casting director before paying the fee to obtain information on how to access the casting materials or submit for the role free of charge. Contact information for the casting director shall be included in the casting notice, breakdown or other information relating to the casting call.

In considering candidates for a role, Producer shall use commercially reasonable efforts to ensure that the casting director does not give preferential treatment to any performer on the basis of whether the performer has paid a subscription fee to a casting service to access casting materials or paid a fee to a casting service to submit for a role. Sorting submissions by alphabetical order or randomly shall satisfy the foregoing obligation to refrain from giving preferential treatment.



20. Add to Section 15. Casting & Auditions a new subsection Q. Translation as follows:

Q. Translation

A Performer may not be required at a session or audition to translate the script into any other language. If a Performer agrees to translate at the request of Producer, Producer shall pay the Performer such service at an audition or session, as the case may be, an additional amount equal to 50% of the minimum session fee, and the Audition Report Form or production time report, whichever is applicable, shall so indicate. Fees under this subsection Q. shall not be subject to contributions to the SAG-AFTRA Health Plan and AFTRA Retirement Fund.

21. Amend Section 19.A. adding new subsection 4. and renumber accordingly.

4. Upon booking, Producer shall provide, in writing, all performers with an opportunity to request, in writing, accommodations for a disability consistent with legal and regulatory requirements. Producers understand that this obligation may be satisfied with the inclusion of such document in an on-boarding packet of documents and Producers agree to make best efforts to solicit accommodation requests not less than 24 hours in advance of services.

22. Amend Section 19.A.7, Other Services Not Included as follows:

No service of the Performer is contracted for except as specified in this collective bargaining agreement. This paragraph is not intended to prevent a Performer from contracting for services of a kind not covered by this Agreement (e.g. editing, camera work) by an individual contract at such rates of pay and under such conditions as Producer and the Performer shall agree upon, subject only to the requirement that it shall not be in conflict with this collective bargaining agreement. Producer shall not require a Performer to include such services as a part of his/her employment under this Agreement but must bargain separately for such services if requested by Producer and agreed to by the principal performer. Such services include, but are not limited to, advance translation of scripts, ASL interpretation to facilitate communication among participants, consultation concerning ADA accommodations with any performer beyond the scope of any required interactive process.

23. Amend Section 20.B. Cancellation of Call - Background Actors by indenting



subparagraphs B.2. - B.6. Add new Paragraph 7 at end of section stating:

7. When a Background Performer is engaged and not used for any of the reasons listed in B.1. above or such Background Performer's default, illness or other incapacity, they shall be entitled to a day's pay or such Performer's guarantee whichever is greater.

24. Amend Section 29.C., Meals - Per Diem as follows:

Increase rates as follows:

Breakfast: \$18.00

Lunch: \$30.00

Dinner: \$48.00

25. Amend Section 32, Work on 6th or 7th Day; Weekend Work as follows:

Section 32.A.1. - Day/3-Day Performers

"On-Camera Principal Performers shall receive double time for the consecutive sixth and seventh day of work in a workweek....."

Amend 32.B -Background Actors as follows:

"On-Camera Principal Performers and Background Actors shall receive double time for the consecutive sixth and seventh day of work in a workweek..."

26. Amend Section 35, Wardrobe Allowance as follows:

Increase wardrobe payments for all performers and index for future contracts:

Wardrobe: \$23.00 per 2 days

Black Tie: \$35.00 per 2 days

Background additional: \$10.00 per 2 days

27. Amend Section 38.A.1, Body Makeup, Skull Cap, Hair Goods, Haircuts - All Performers as follows:

Producer will utilize only qualified hair stylists and makeup artists for cutting and styling a performer's hair and applying their makeup. Producer must provide qualified hair stylists and makeup artists and the appropriate products so that the needs of performers may be met. With respect to diverse hair and makeup, "qualified" means hair stylists with proven ability and experience styling a variety



of textures and styles, (e.g. tight curls, curly, wavy, straight, tapered, braids, locks, twists, fades, locked hairstyles, etc.) and makeup artists who are experienced in working with diverse skin pigments and features. Performer shall be provided the contact information for the qualified hair stylist and/or make up artist at the time of fitting or 24-hours prior to the first work day, whichever is earlier, in order to consult regarding any hair and/or makeup needs prior to commencing work.

28. Amend Section 41, Minors as follows:

A. Stet

1. Stet
2. The conditions of employment are not detrimental to the health, safety, education and morals of the minor. The term "morals," as used herein, shall conform to the definition set forth in the penal code of the state in which the Performer's employment is taking place.

It is the intent that the best interest of the minor be the primary consideration of the parent and the adults in charge of production, with due regard to the age of the minor. As used in this Section, the term "parent" shall be deemed to include "guardian."

3. A Producer may choose to require a background check as a condition of employment for any person working in close proximity to one or more minor(s), other than a minor who is that person's child/ward, employed under the Agreement. For purposes of this subparagraph (4), a background check refers to confirmation of the individual's identity, the individual's address history over a seven (7) year period, reportable criminal records (excluding arrests not leading to conviction unless the alleged violation involves a minor), whether the individual appears on any state or federal government sex-offender registry and when applicable, professional licenses and/or driving records from the appropriate issuing government agency. The background check will be conducted consistent with the requirements of state and federal law. The results of the background check shall only be provided to those with a need to know.



Notwithstanding the prior sentence, in the event a grievance is filed by the Union relating to the termination or suspension of, or refusal to hire, a performer because of a background check, the results of the background check shall be made available to the Union, provided that the individual subject to the background check consents."

- B. Stet
- C. Stet
- D. Stet
- E. Engagement
  - 1. Stet
  - 2. Stet
  - 3. Stet
  - 4. When Producer employs a minor or minors and uses the facilities of Station 12/Casting Clearance in connection with such employment, Producer shall advise Station 12/Casting Clearance of the name(s) of any minor(s) to be employed and the date and location of such employment to the extent known.
  - 5. If Producer requires a performer who portrays a minor to cut or chemically treat his or her hair as a condition of employment, Producer shall notify the performer of such requirement at the time of audition, if known, or at the time of hire. If the performer's contract is to be signed by a parent or guardian, Producer shall notify and obtain the written consent of the parent or guardian, if parent or guardian is present, at the audition. In no event may the performer's hair be cut or chemically treated earlier than 48 hours before the call without the consent of the parent or guardian. Producer will utilize only qualified hairdressers and stylists for cutting, styling and coloring a performer's hair.



6. If Producer requires a performer to portray a minor depicting the use or presence of alcohol, tobacco or firearms, Producer shall notify the performer of such requirement at the time of audition. If the performer's contract is to be signed by a parent or guardian, Producer shall notify, and obtain the written consent of, the parent or guardian, if the parent or guardian is present, at the time of audition.

F. Supervision

1. Stet
2. (new) When a parent is working at the minor's place of employment but not at the scene of employment, either the other parent or a guardian must be present with the minor.
3. Stet 2
4. Stet 3
5. Stet 4
6. (new) On days when the minor's regular school is in session, Producer must require the minor to report to the teacher immediately upon arrival at the place of employment. When school is in session, the teacher has primary responsibility for the education and supervision of the minor. Presence of the teacher does not relieve parents, however, of the responsibility of caring for their own children.
7. Stet 5
8. Stet 6
9. Stet 7

G. Unusual Physical, Athletic or Acrobatic Ability



1. Stet

2. Stet

3. Stet

4. Stet

H. Working Hours

1. Stet

2. Work Hours and Rest Time

a) Stet

b) Stet

3. Stet

4. Stet

I. Play Area

Stet

J. Child Labor Laws

1. Stet

2. Stet

K. **Notice of Working Conditions**

**At or before the time the employment contract of any minor is delivered to the parent, Producer shall provide the parent with a copy of the text of the working conditions contained in this Section 41.**

**Whenever an infant performer (age 15 days to 6 months) is employed, Producer shall, prior to the commencement of work, provide a copy of the text of newly adopted Safety Bulletin #33 (Exhibit H) to the parent or guardian of the infant performer and to the studio teacher or equivalent.**

## L. Education

1. When Producer employs performers of school age who are currently enrolled in an elementary or secondary school for a booking of 3 or more days on which school is otherwise in session Producer agrees to employ a teacher, from the first day of such employment, whenever the minor is engaged on any day during which the primary or secondary school regularly attended by the minor is in session. On any day a minor is employed but is not otherwise entitled to have a teacher, the minor shall nevertheless be taught if the primary or secondary school such minor regularly attends is in session and Producer has employed a teacher to instruct another performer engaged on the same production.
2. Producer shall provide a teacher/tutor who has current teaching credentials in either the state of employment or the child's home state, and who is qualified to teach the subjects which comprise the child's curriculum. A copy of the teacher's/tutor's/welfare worker's current credentials and identification shall be provided to the parent/guardian by the Producer for inspection no later than twenty-four (24) hours prior to the minor performer's initial call. Subject to the limitations and requirements of the state in which production is taking place, a teacher/tutor/welfare worker (or other individual assigned to perform the same duties as a welfare worker, such as a child labor coordinator) who is engaged by the Producer to supervise or teach minors employed under this Agreement shall be subject to a background check (as described in 1.(d) above) as a condition of employment. (With respect to a Teacher-Welfare Worker who is on the Availability List or Dual Credential Substitute List established under the IATSE Local 884 Agreement, a Producer may rely on the background check administered by CSATF for placement on those Lists.)
3. Producer shall provide a ratio of not more than ten (10) minors per teacher, except that up to twenty (20) minors may be taught per teacher if the minors are in not more than two (2) grade levels.
4. A teacher may not serve more than one (1) production in any one (1) day, except in an emergency.



5. If the minor's regular instruction is primarily in a language other than English, teaching in that language will be provided whenever feasible.
6. On any day that the minor is not required to report to the set, the minor may attend their regular school, but Producer shall not count more than three (3) hours of the hours attended per day at the minor's regular school as school time for purposes of this Agreement. If the minor's parent or guardian does not choose to have the minor attend regular school on such day, Producer may elect to either teach the minor on the set or in the minor's home or in the home of the teacher employed by Producer, but only if there are no other minors present in the home who are not also being taught by the teacher.
7. Producer agrees to provide a school facility, such as a schoolhouse, classroom, trailer schoolhouse or other schooling area, which closely approximates the basic requirements for classrooms, especially with respect to adequate lighting, heating, desks and chairs. Stationary buses or cars are not adequate school facilities unless used exclusively for the minors during instruction. A moving car or bus shall never be used as a school facility; minors must not be taught while being transported to or from local locations.
8. Producer shall provide schooling equipment and supplies. However, the minor's parent or guardian must, if permitted by the minor's regular school, secure school assignments and the minor's schoolbooks for use at the place of employment.
9. Whenever possible Producer shall provide internet access for minor performers for schoolwork.
10. No one shall be allowed in an area being utilized by Producer as a school facility except the teacher, those minors being taught, and production-related personnel with a need to enter the area.
11. The teacher shall determine the required number of hours to be devoted to instruction during a day, but the minor must be taught an average of at least three (3) hours per day, no period of less than twenty (20) minutes duration being acceptable as school time. The



maximum number of hours that may be set aside for the minor's instruction in any one (1) day shall be as follows: for kindergarten, four (4) hours; for grades one (1) through six (6), five (5) hours; and for grades seven (7) through twelve (12), six (6) hours.

12. Producer shall require the teacher to prepare a written report for each minor covering attendance, grades, etc. These reports shall be given to the minor's parents or guardian to deliver to the minor's regular school at the end of each assignment or at such intervals as required by such school.

Notwithstanding the provisions of this section, performers who are legally emancipated and are exempt from the definition of 'minors' for the purpose of this section shall nevertheless be subject to the provisions of Section 41 regarding education if the performer has not satisfied the compulsory education laws of the state governing the performer's employment.

M. Inconsistent Terms

Stet K

29. Amend Section 51.A.2, Required Records and Reports as follows:

Producer shall furnish to the SAG-AFTRA Health and AFTRA Retirement Funds office a Remittance Report/Production Report, including not less than the information in the form attached hereto and marked Exhibit 2 ~~within twelve (12) not more than thirty (30) working days~~ after the delivery of payment to the Performer. ~~the completion of the Performer's services in the program~~. Not later than thirty (30) days after the completion of the Performer's services, thereafter, the Producer shall transmit to the Union using a secure link provided by the Union, in electronic form based on the file layout attached and marked as Co-Ed Exhibit Reporting, the information in the Remittance Report/Production Report as well as the additional information identified in Exhibit 2-B. give to the Union a copy of the Remittance Report/Production Report containing the following additional information:



**This provision will take effect 120 days after Producers receive notice of Union's ratification of the Agreement. The Union will consider in good faith waivers from the electronic reporting requirements hereunder for legitimate business reasons.**

- a) ~~The production number or any other appropriate identification of the program or programs delivered;~~
- b) ~~The number of programs delivered and the date of delivery.~~

30. Amend Section 72, Transfer of Rights - Assumption Agreement by adding the following language:

Notwithstanding any other provision of this Transfer of Rights Assumption Agreement, Transferee may not use any Digital Replica referenced herein for any purpose in any field or medium unless Transferee complies with the provisions set forth in Section XX and XX.1 of the Corporate/Educational & Non-Broadcast Contract. When Transferee provides the reasonably specific description required under Section XX, Transferee must disclose whether the program, commercial or other content that the Digital Replica will be used for is to be produced under a SAG-AFTRA collective bargaining agreement. Transferee hereby acknowledges that SAG-AFTRA membership rules prohibit members from consenting to the use of their Digital Replica to generate a performance for a program, commercial or other content in any field or medium covered by a SAG-AFTRA collective bargaining agreement unless that program, commercial or other content is produced under the applicable SAG-AFTRA agreement.

31. Amend Section 57, Term of Agreement to reflect the three year term commencing on November 1, 2025 and continuing to, and including October 31, 2028.

32. Add new Section 68 and 68.1, Digital Replication And Alteration

#### **68. Digital Replication And Alteration**

The parties acknowledge that Producers have historically used digital technologies to replicate or alter a performer's voice, likeness, and performance (e.g., CGI, motion capture processing, audio/visual effects ("VFX", and other digital technologies that may have components that use



artificial intelligence), and including any future versions, updated generations, or subsequent iterations of the same historically-used digital technologies) during all stages of program production (e.g., storyboarding, pre-visualization, pre-production, production, post production, distribution, etc.) and may continue to do so, consistent with historical practices. Except as explicitly set forth herein, it is understood that this Section XX does not expand or reduce any existing rights and obligations under the SAG-AFTRA Corporate, Educational & Non-Broadcast Contract (hereafter "Contract"). This Section XX will apply only prospectively to existing agreements entered into prior to the Effective Date of the 2025 Contract between Producers and Performers (defined below) with respect to the creation and/or use of a Digital Replica (defined below) and shall not be deemed to automatically modify the economic terms of such agreements. This Section XX will not modify any existing agreements that the Union has previously approved.

**A. Definition of "Digital Replica":** A "digital replica" is a computer program made in whole or in part using the voice, image and/or performance of a Principal Performer or Background Performer (as such terms are defined in the Contract and hereafter collectively, "Performer") that can independently generate new performances not previously rendered by Performer.

**B. Scope:** This Section XX will apply to any use of a Digital Replica in a covered program where such use would render the Performer a Principal Performer or a Background Performer, regardless of whether the Digital Replica is based upon Performer's services rendered under the Contract and regardless of whether the Digital Replica was created by Producer, subject to the applicable terms below.

**C. Notice and Consent:**

**1. Timing:**

If Producer wishes to record a performance covered under the Contract to create a Digital Replica, Producer shall notify Performer and obtain their consent, using commercially reasonable efforts to do so at least forty-eight (48) hours prior to such performance unless performer is engaged less than forty-eight (48) hours prior to the performance, in which case Producer shall use commercially reasonable efforts to notify and obtain consent from the performer not less than twenty-four (24) hours prior to the performance. In the event Producer first seeks consent from performer at the time of the performance and Performer in good faith refuses such consent, Producer may terminate engagement of such Performer, who shall be paid for that day at the



greater of their negotiated rate or applicable session minimum. When known, the Producer shall indicate in any casting notice that a Digital Replica will be created.

- a) If Producer wishes to create a Digital Replica using an existing performance created by Producer, Producer shall notify Performer and obtain their consent, using commercially reasonable efforts to do so at least forty-eight (48) hours prior to the creation of the Digital Replica unless the Digital Replica is to be created in less than forty-eight (48) hours, in which case Producer shall use commercially reasonable efforts to notify and obtain consent from Performer not less than twenty-four (24) hours prior to creation or use of the Digital Replica.
- b) If Producer wishes to use an existing Digital Replica not created by Producer, or create a Digital Replica based upon performances not created by Producer, or create a Digital Replica based upon performances not created under the Contract, Producer shall obtain Performer's consent prior to the creation or use of the Digital Replica, using commercially reasonable efforts to do so at least forty-eight (48) hours prior to use or creation, unless the Digital Replica performance is to be created or used in less than forty-eight (48) hours, in which case notice and consent must be obtained not less than twenty-four (24) hours prior to use or creation. If, after commercially reasonable efforts, Producer cannot locate Performer in order to obtain consent, Producer may contact the Union, and the Union shall assist in locating the Performer or the Performer's authorized representative.
- c) Producer may obtain Performer's consent to the use of a Digital Replica to generate performances in programs for which Performer has not yet been engaged provided that: (i) the performance(s) to be generated are consented to in the reasonably specific description including the Category of program into which the performance will be incorporated; and (ii) such programs are for the same Producer and topic/product line and production commences within the term of use of the original program for which Producer engaged Performer. Each new non-audio Category II program containing a performance generated by the Digital Replica shall be subject to the



three-year term of use of the original program, but in no event less than six (6) months of use. Except when performer was originally engaged under a multi-service agreement under Section 8.G. of the Contract, in which case each new non-audio Category II program containing a performance generated by the Digital Replica shall have its own, new, three (3)-year term of use.

d) Use of Performer's Digital Replica to generate a performance for a program for which Performer has not yet been engaged shall constitute an engagement of Performer for that program.

2. Requirements for Valid Consent: Except as provided in Section C.3 below, Producer must provide Performer with a reasonably specific description of the intended use of the Digital Replica in order to obtain valid consent. The consent must also identify the Category of program into which the Digital Replica is intended to be incorporated. Performer's consent must also be clear and conspicuous, obtained either through the Digital Replica Rider appended to Performer's employment contract or in a separate writing that is signed by Performer. In the event that Producer wishes to use the Digital Replica in a program in a manner that goes beyond the reasonably specific description initially provided to Performer, Producer must obtain additional consent and provide a new reasonably specific description of the intended use of the digitally replicated performance. For clarity, Section 10 of the Contract, "Use in A New Program Created For Another Field or Medium - Theatrical Motion Pictures, TV Programs, Commercials, Etc." shall apply to any use of the performance other than in programs.

3. Circumstances Requiring Additional Consent: Unless consented to by Performer and explicitly included as part of a reasonably specific description, Producer may not use a Digital Replica to modify or create a performance that changes the Performer's physical traits (excluding, for example, adding a voice echo or sweetening), causes the performer to appear nude (including pasties and genital socks) or partially nude (e.g., shirtless or pantless, only wearing a bathing suit or underwear, sheer or transparent clothing), or that could be offensive to a reasonable person.

4. Deceased Performers: Any consent that Performer grants during



their lifetime shall continue to be valid after Performer's death unless explicitly limited at the time the consent was granted or by subsequent mutual agreement. In the event Performer is deceased (and Producer has not already obtained consent during Performer's lifetime or Performer's consent is no longer valid after death), Producer shall obtain the consent of the deceased Performer's authorized representative for this purpose (or the Union, if the deceased Performer's authorized representative for this purpose cannot be identified or located).

5. Suspension of Consent: Any consent to use a Digital Replica to create new performances shall be deemed suspended for the duration of any strike of the Contract.

6. Copy of programs. Upon request, Producer must provide Performer with a copy of any program that contains a performance generated using their Digital Replica. If Producer provides a private link to the program, Performer cannot make a claim for unauthorized use after the expiration of the maximum period of use based on availability of the program via the private link.

**D. Payment and Terms:**

Category II rates shall apply to performer's services rendered to create digital replicas, the generation of digital replica performances, and the use of programs created using digital replicas. The half-day engagement may not be used when generating a performance with a digital replica.

1. Session Payments to Create a Digital Replica: Any time spent by Performer at Producer's instruction to create a Digital Replica shall be treated as work time.

2. Session Payments for Use of Digital Replica to Generate a Performance:

a) If Producer uses a Digital Replica to generate a performance that Performer would otherwise have performed in person, Performer shall be paid the applicable scale session fee, per the then-current Category II rates, for each program in which a performance generated by a Digital Replica is used except to the extent that such performance is integrated into an additional program pursuant to Section 9.C.6. provided the



integration fee has been paid.

- b) For clarity, if the Digital Replica is utilized to generate a performance that would render a Performer originally engaged as a Background Performer eligible for an upgrade to a Principal Performer in a Program, Performer shall be paid the additional compensation necessary to meet the minimums applicable to that Principal Performer category.
- c) A Performer will be paid compensation for the utilization of their Digital Replica based on the category of performance included in the Program, *e.g.*, background actor, voice-over, etc., and type of Program into which the performance is incorporated.
- d) No additional compensation shall be required if Performer's session compensation would have compensated for the in-person services that were replaced by the Digital Replica's performance (*e.g.*, where Performer has a sufficient overscale guarantee that was negotiated to include the value of such in-person services or where the in-person services could have been rendered during a session(s) for which Performer was otherwise compensated).

### 3. Use of Programs with a Digital Replica Performance

- a) Category I programs, other than audio-only programs, in which a Performer's Digital Replica is utilized to create a performance shall be subject to the same terms of use otherwise applicable to Category I programs as described in Section 5.C.. above.
- b) Category II programs, other than audio-only programs, in which a Performer's Digital Replica is utilized to create a performance, shall be subject to the same terms of use otherwise applicable to Category II programs as described in Section 5.D. above.
- c) Audio-only programs in which a Performer's Digital Replica is utilized to create a performance, shall be subject to the same terms of use otherwise applicable to audio-only programs as described in Section 7.F., above.
- d) Supplemental Use Performer shall be paid for the supplemental use of a program in which a principal performance generated by their Digital Replica as if Performer had performed in person for that Program, including all applicable supplemental use fees and integration/customization fees at scale. For Programs in which a new



Digital Replica performance is included in connection with which the performer did not render new services, payments made within ninety (90) days of the creation of new Digital Replica performance shall qualify for the lower rates provided in Section 9.

**4. Applicable Terms:** Requirements and obligations of the Contract that by their nature are relevant to an in-person performance and a performance generated by a Digital Replica shall apply to the performance generated by a Digital Replica, including specifically those set forth below. Those requirements and obligations of the Contract that apply to an in-person performance but are not relevant to a performance generated by a Digital Replica shall not apply (e.g., Working Conditions, Rest Periods, Contracts, Audition-related provisions, Travel provisions, and Conditions for the Employment of Minors).

a) A Digital Replica of Performer engaged as a Background Performer may not be used to circumvent the requirements for crowd work under Section 6.B.1. Crowds at Public Events, the terms of which shall apply equally to programs that include a performance generated by a Digital Replica, to avoid the engagement of that Performer, or to avoid the payment of overtime compensation by intentionally substituting the performance generated by the Digital Replica to continue a work day.

**5. Payments are Gross Compensation:** All payments made in connection with the creation and/or use of a performance generated by a Digital Replica will be treated as gross compensation for all purposes including, but not limited to, contributions due under Section 8 – SAG-AFTRA Health & AFTRA Retirement Funds of the Contract.

**6. Disposition of Digital Replica:**

a) **Protection of Digital Replica:** Producer shall at all times limit access to a Digital Replica to persons with a legitimate business need for such access and use commercially reasonable efforts to protect the security of the Digital Replica to prevent unauthorized access, use or copying.

b) **Retention of Digital Replica:** Producer may retain the Digital Replica for three (3) years following the 90<sup>th</sup> day after the Performer rendered services for the creation of the Digital Replica or the date of the first use of any program in which the Digital Replica is used, whichever is earlier. Performer and Producer may thereafter agree to additional periods of retention of the Digital Replica in writing, each of which



shall be limited to not more than three (3) years from expiration of the prior consent period.

c) Transfer of Digital Replica: If Producer transfers rights to a Digital Replica that it is authorized to retain pursuant to subsection (b) above, then such transfer shall be noted on the Transfer of Rights Assumption Agreement required by Section 72 of the Contract.

7. Destruction of Digital Replica: If Producer has not obtained consent to retain a Digital Replica as set forth in subsection (b) above, then Producer shall permanently and irrevocably delete all copies of the Digital Replica and certify in writing to the Performer within ninety (90) days that such deletion has occurred. This provision shall not impact Producer's ownership of programs containing performances generated by the Digital Replica, and Producer is not required to destroy any programs produced that contain performances generated by the Digital Replica.

#### 68.1. Generative Artificial Intelligence

The parties acknowledge that for the purpose of the Contract, Generative Artificial Intelligence ("GAI") generally refers to a subset of artificial intelligence that learns patterns from data and produces content based on those patterns (e.g., ChatGPT4, MidJourney, Dall-E2, Sora, Veo, ElevenLabs). GAI does not include "traditional AI" technologies programmed to perform specific functions (e.g., CGI and VFX), such as those already used during all stages of program production (e.g., pre-visualization, pre-production, production, post production, editing, distribution, marketing).

##### A. Use of Synthetic Performers Created Through Generative Artificial Intelligence:

1. Definition: A "Synthetic Performer" is a digitally-created asset that: (1) is intended to and does create, the clear impression that the asset is a human performer that Producer knows or should know is not recognizable as an identifiable human performer; (2) is not voiced by a human performer; and (3) is not a Digital Replica (as defined in Section [XX] above). The parties acknowledge that the term "Performer" as used in the Contract, including "Principal Performers," "Background Performers"—refers and has always referred only to humans.

2. Payment: The parties acknowledge the importance of human performance in programs. Producer shall not use a Synthetic Performer primarily or materially for reasons of economy or economic advantages in the engagement of performers. In the event Producer



violates the foregoing sentence, Producer shall pay the economic equivalent of what a human performer would have been paid to perform in the Synthetic Performer role (including session and supplemental use) as a contribution to the SAG-AFTRA Health Plan and AFTRA Retirement Fund. Producer will pay the following based upon the performer category in which the Synthetic Performer is used. Category II rates and 3-year use limitation shall apply to principal performers both on- and off-camera:

- a) Except as set forth in (b) below, Synthetic Performers may only be used in programs that also include human principal Performers engaged under the Contract. Where a Synthetic Performer is used in a program that includes the on-camera principal performance of at least one (1) human, the following applies: Producer shall, within thirty (30) days of the production date, pay a single session fee and contributions under Section 8 – SAG-AFTRA Health & AFTRA Retirement Funds (“Funds”) of the Contract based upon the one (1) session fee and, where applicable based upon performer category, scale supplemental use and integration/customization fees that would have been due to a human performer rendering such performance. The Funds shall notify the union at [programsreporting@sagaftra.org](mailto:programsreporting@sagaftra.org) of the use of the Synthetic Performer and report the role and program in which the Synthetic Performer was used and the amount of the payment made to the benefit plans for such use.
- b) Where a program is produced using exclusively Synthetic Performers, Producer and SAG-AFTRA shall negotiate in good faith regarding the amount of the contribution, if any, payable under Section 8 – SAG-AFTRA Health & AFTRA Retirement Funds of the Contract.

3. Consent for Prompting: If Producer intends to and does create a Synthetic Performer through the use of the name of an identified Performer(s) or through the use of any image, photograph, or recording of the Performer in the prompt to a GAI system, Producer shall obtain such Performer's consent and bargain with such Performer for payment at no less than the minimum session fee then in effect under the Contract for the use of the Synthetic Performer in the program and no additional discussion with the Union, consideration, or remuneration is required under this Section [XX.1].

4. Training Data: Producer may not use or authorize any other party to use the results and proceeds of services rendered under the Contract to train GAI



systems without consent of the Union. The foregoing shall not limit the ability of Producers to transfer rights to programs consistently with Section 72 of the Contract. Once transferred, Transferor is no longer responsible for compliance with the terms of this Section XX.1 with respect to the transferred programs.

5. Meetings: The Industry Union Standing Committee shall meet during the term of the Contract to discuss and review information related to use and intended use of GAI in program production.

33. Delete Exhibit 7, "Digital Manipulation of Soundtrack and/or Image" in its entirety.

Except as modified herein, the terms and conditions set forth in the 2022 SAG-AFTRA Corporate/Educational & Non-Broadcast Contract remain unchanged.