



**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 included in the AFTRA 2011-2014 Interactive Media Agreement and SAG-AFTRA 2017 Memorandum of Agreement which will be codified by the SAG-AFTRA 2017 Interactive Media Agreement (collectively, “IMA”), except as modified below, are incorporated herein and set forth the wages, benefits, terms, and conditions for Performers working on projects qualifying for the ILA terms. The IMA is available at www.sagaftra.org/interactive. In the event of any contradictory terms between this Agreement and the IMA, this Agreement controls for qualifying Programs. Employer acknowledges that it has received a copy of the IMA and is familiar with its collective terms.

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 (herein after referred to as “Session Fee”) to Performer for each session. For the avoidance of doubt, this Session Fee covers payment for all future integration, use in DLC, reuse, and additional compensation. **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/due signers) 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)

	11/12/17 – 11/10/18	11/11/18 - 11/9/19	11/10/19 – 11/07/20
Scale Rate Calculated:	\$1,275.38	\$1,313.63	\$1,353.00

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% 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 2017 SAG-AFTRA IMA (November 7, 2020) 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.

**EMPLOYER
AGREED AND ACCEPTED**

**SAG-AFTRA
AGREED AND ACCEPTED**

Authorized Signature

Signature

Print Name and Title

Print Name and Title

Company Name

Date

Address, City, State, Zip Code

E-Mail

Phone

Date

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**

TRANSFEEEEE

Authorized Signature

Print Name and Title

Company Name

Date

Authorized Signature

Print Name and Title

Company Name

Address, City, State, Zip Code

Phone

Email

Date

SAG-AFTRA

Signature

Print Name and Title

Date