



SAG·AFTRA.

**TV/THEATRICAL
CONTRACTS
2023**

SUMMARY OF TENTATIVE AGREEMENT

Summary of 2023 Tentative Successor Agreement to the 2020 Producer-SAG-AFTRA Codified Basic Agreement ('Codified Basic Agreement') and 2020 SAG-AFTRA Television Agreement ('Television Agreement') (hereafter, collectively 'the Agreements')

I. SCOPE, TERM, AND WAGES

- A. The following terms describe the tentative agreement reached for successor agreements to the 2020 Producer-SAG-AFTRA Codified Basic Agreement ("Codified Basic Agreement") and 2020 SAG-AFTRA Television Agreement ("Television Agreement") (hereafter, collectively "the Agreements"). The Agreements cover theatrical motion pictures and scripted dramatic content produced for television and new media platforms.
- B. The successor agreements go into effect on Nov. 9, 2023 and continue through June 30, 2026. Except as otherwise provided, wages and economic terms go into effect on Nov. 9, 2023 and working conditions terms go into effect the Sunday after notice of ratification to the Alliance of Motion Picture and Television Producers ("AMPTP"), which is the multi-employer bargaining association that represents the major studios in negotiations with SAG-AFTRA.
- C. Minimums shall increase by 7% effective Nov. 9, 2023, by another 4% effective July 1, 2024 and by another 3.5% effective July 1, 2025. These increases shall be compounded. Except as specifically noted, there are no increases to penalties or allowances.

II. ARTIFICIAL INTELLIGENCE

- A. Effective Date: The below terms will apply beginning 90 days after the AMPTP receives notice of ratification, except that to the extent practicable, Producers shall endeavor to comply with these provisions on or after the first day of the term of this Agreement, i.e., Nov. 9, 2023.
- B. Digital Replication and Alteration of Performers
 1. Establishes definitions and coverage for creation, use, and alteration of "digital replicas" of performers
 - a) Creation and use of two types of digital replicas: 'Employment-Based Digital Replica' and 'Independently-Created Digital Replica'
 2. Employment-Based Digital Replica: A replica of the voice or likeness of the performer that is created: (i) in connection with employment on a motion picture under this Agreement; (ii) using digital technology; (iii) with the performer's physical participation; and (iv) is for the purpose of portraying the performer in photography or sound track in which the performer did not actually perform.
 - a) Services for creation of Employment-Based Digital Replica:
 - (1) 48-hour advance notice prior to services for creation
 - (2) Consent required
 - (a) Must be clear and conspicuous
 - (b) An endorsement or statement in the performer's employment contract that is separately signed or initialed by the performer or in a separate writing that is signed by the performer
 - (c) Time spent creating replica is work time if on the same day that the performer performs other work for the producer
 - (3) Compensation for services on a day the performer is not performing other work for the producer:
 - (a) One (1) day at performer's pro rata daily salary, but not less than day performer minimum
 - (b) If the work was scheduled on a separate day in order to accommodate performer, one half (½) of the performer's pro rata daily salary is due for a four (4) hour session. Over four (4) hours, one (1) day at the performer's pro rata daily salary (not less than the day performer minimum)
 - (c) Consecutive employment does not apply

- (d) No additional pay if:
 - (i) Performer employed under Schedule F
 - (ii) Work occurs during the performer's guarantee
 - (iii) Work occurs on a day that Producer is paying a minimum of 1 day's salary for other services, travel allowance, or consecutive employment
- b) Use of Employment-Based Digital Replica:
 - (1) In the motion picture for which the performer was employed
 - (a) Consent required unless the photography or sound track remains substantially as scripted, performed and/or recorded
 - (b) Must include a reasonably specific description of the intended use
 - (c) Consent must be clear and conspicuous and may be obtained through an endorsement or statement in the performer's employment contract that is separately signed or initialed by the performer or in a separate writing that is signed by the performer
 - (d) Consent granted during a performer's lifetime continues after death unless explicitly limited otherwise
 - (i) If performer is deceased and consent is required, it may be granted by an authorized representative of the deceased performer or, if representative cannot be found, by the union
 - (e) Compensation:
 - (i) Performer's pro rata daily rate or the minimum rate, whichever is higher, for the number of production days that Producer determines the performer would have been required to work had the performer instead performed those scene(s) in person. Producer must make a good faith effort to estimate the number of production days utilizing objective criteria
 - (ii) Compensation treated as wages for all purposes
 - (iii) No compensation required if:
 - (a) Based on the performer's form of engagement, their compensation would have covered the work had it been performed by the performer
 - (b) The digital replica is used in a scene in which the performer performed in person
 - (c) Performer is under Schedule F
 - (f) Residuals required if digital replica remains in the motion picture in a manner that would have entitled the performer to residuals
 - (i) Time-and-salary units, 'total applicable minimum' or 'total actual compensation' formula residuals based on the total time worked and/or salary paid, up to caps, for both in-person services and use of the digital replica
 - (ii) Rateable distribution formula — based on the performer's form of engagement, unless only the digital replica remains. If so, performer is treated as a day performer and assigned one (1) unit.
 - (2) Use Other Than in the Motion Picture for Which the Performer Was Employed
 - (a) Consent and separate bargaining
 - (i) Consent must be clear and conspicuous
 - (ii) Must include a reasonably specific description of the intended use
 - (iii) Consent at time of use, not initial employment, except that consent for use in another identified project may be obtained at initial employment, provided that:
 - (a) a reasonably specific description of the intended use is provided for each identified project
 - (b) performer is also employed in the other identified project(s) or is deceased at the time the other identified project(s) commences production
 - (c) Consent continues after death unless explicitly limited otherwise
 - (d) If performer is deceased and consent is required, it may be granted by an authorized representative of the deceased performer or, if representative cannot be found, by the union
 - (b) Compensation:

- (i) Day performer rate (including residuals as applicable) is minimum
 - (ii) Use in a field or medium covered by another SAG-AFTRA collective bargaining agreement subject to bargaining at no less than the minimum wages and residuals in that agreement
 - (iii) No additional compensation required for use if performer was employed under Schedule F
3. Independently Created Digital Replica: (i) intended to create, and does create, the clear impression that the asset is a natural performer whose voice and/or likeness is recognizable as the voice and/or likeness of an identifiable natural performer; (ii) performing in the role of a character (and not as the natural performer himself/herself); and (iii) no employment arrangement for the motion picture in which the Independently Created Digital Replica will be used exists with the natural performer in the role being portrayed by the asset.
- a) Consent and bargaining required prior to use
 - b) Consent must be clear and conspicuous
 - c) Signed by performer in a writing that includes a reasonably specific description of the intended use
 - d) Continues after death unless explicitly limited otherwise
 - e) If performer is deceased, may be granted by the authorized representative of the deceased performer or the union if representative cannot be found
 - f) P&H contributions required
 - g) Exceptions for uses if they would be protected by the First Amendment (e.g., comment, criticism, scholarship, satire or parody, use in a docudrama, or historical or biographical work, to the extent protected by the First Amendment.)
4. Digital Alteration
- a) Consent required to digitally alter a performer's performance in photography or sound track previously recorded by the performer
 - b) Exception when the photography or sound track of the performer remains substantially as scripted, performed and/or recorded
 - c) Consent must be clear and conspicuous and may be obtained through an endorsement or statement in the performer's employment contract that is separately signed or initialed by the performer or in a separate writing that is signed by the performer
 - d) Must include a reasonably specific description of the intended alteration
 - e) Continues after death unless explicitly limited otherwise
 - (1) If performer is deceased, consent may be obtained from authorized representative or union if representative cannot be found
 - f) Exceptions to consent:
 - (1) Post-production alterations, editing, arranging, rearranging, revising or manipulating of photography and/or sound track for purposes of cosmetics, wardrobe, noise reduction, timing or speed, continuity, pitch or tone, clarity, addition of visual/sound effects or filters, standards and practices, ratings, an adjustment in dialogue or narration or other similar purposes
 - (2) Under any circumstance when dubbing or use of a double is permitted under the Codified Basic Agreement or Television Agreement
 - (3) Adjusting lip and/or other facial or body movement and/or the voice of the performer to a foreign language, or for purposes of changes to dialogue or photography necessary for license or sale to a particular market
 - g) Claims subject to arbitration
 - h) Remedies limited to monetary damages
5. Does not expand or contract existing rights under CBA or TV Agreement
- a) No impact on Section 43 of the General Provisions (nudity)
- C. Generative Artificial Intelligence
1. Establishes a broad, protective definition of "generative artificial intelligence"
 2. Establishes terms for use of "Synthetic Performers" created through Generative Artificial Intelligence
 - a) A 'Synthetic Performer' is a digitally-created asset that: (1) is intended to create, and does create, the clear impression that the asset is a natural performer who is not recognizable as any identifiable natural

performer; (2) is not voiced by a natural person; (3) is not a Digital Replica ; and (4) no employment arrangement for the motion picture exists with a natural performer in the role being portrayed by the asset.

- (1) Parties acknowledge the importance of human performance in motion pictures and the potential impact on employment
 - (2) Notice to Union and an opportunity to bargain in good faith over appropriate consideration, if any, if a Synthetic Performer is used in place of a performer who would have been engaged under this Agreement in a human role.
 - (a) Does not apply to non-human characters
 - (b) Claims are arbitrable and limited to monetary damages
 - (3) Producer will bargain with and obtain Performer consent for use of GAI system to create a Synthetic Performer with a principal facial feature (i.e., eyes, nose, ears and/or mouth) that is recognizable as that of a specific natural performer through the use of such identified natural performer's name and facial feature in the prompt to a GAI system.
 - (4) Agreement to meet regularly to discuss remuneration, if any, for use of work produced under CBA to train GAI system for creation of Synthetic Performers
- D. Semi-annual meetings between union and each Producer (subject to NDA) related to use and intended use of GAI in motion picture development and production, which may include discussion of efforts to ensure that use(s) of GAI mitigate against biases.
- E. Digital Replication and Alteration of Background Actors
1. Digital Replication and Alteration
 - a) Applies to creation, use, or alteration of background actor's digital replica
 - b) A 'Background Actor Digital Replica' of a background actor is a replica of the voice or likeness of the background actor which is created using digital technology with the background actor's physical participation and is for the purpose of depicting the background actor in a scene in which the background actor did not actually appear
 - (1) Does not apply to 'tiling' of background actors
 - (2) Does not expand or contract any existing rights and obligations under the Codified Basic Agreement and Television Agreement
 - (3) Does not override Schedule X, Part I, Section 17(e) or Schedule X, Part II, Section 17.E., as applicable (regarding use of digital technology to double a background actor)
 - c) Creation of Background Actor Digital Replicas
 - (1) 48-hour advance notice prior to services for creation
 - (2) Consent required:
 - (a) must be clear and conspicuous
 - (b) may be obtained through an endorsement or statement in the employment paperwork or voucher that is separately signed or initialed by the background actor or in a separate writing that is signed by the background actor
 - (c) Time spent is work time when on the same day the background actor performs other work for the Producer. Producer will endeavor to schedule on a day when the background actor is also working for the Producer under this Agreement
 - (d) Compensation
 - (i) One (1) day pay if not otherwise working
 - (ii) No additional payment if Producer is paying for other services, a travel allowance, an allowance for a day not worked on an overnight location or a canceled call (if paid less than one day, will receive amount equal to one day)
 2. Use of a Background Actor Digital Replica
 - a) Use in the Motion Picture for Which the Background Actor Was Employed
 - (1) Consent required unless the photography or sound track remains substantially as scripted, performed and/or recorded
 - (2) Must include a reasonably specific description of the intended use

- (3) Consent must be clear and conspicuous and may be obtained through an endorsement or statement in the background actor's employment paperwork or voucher that is separately signed or initialed by the background actor or in a separate writing that is signed by the background actor
- (4) Continues after death unless explicitly limited otherwise
 - (a) If background actor is deceased, may be obtained from an authorized representative of the deceased performer's exclusive rights as determined by applicable law or the union if representative can't be found
- (5) Use in a principal capacity requires payment for the number of production days that the Producer determines the background actor would have been required to work had the background actor been adjusted under Section 26 of Schedule A and performed those scene(s) in person.
 - (a) Producer will make a good faith effort to estimate the number of production days utilizing objective criteria
 - (b) If Digital Replica remains in the picture in a principal capacity, residuals payable in same manner as upgrade under Section 26
 - (c) Compensation shall be treated as wages for all purposes
- b) Use Other Than in the Motion Picture for Which the Background Actor Was Employed
 - (1) Consent and separate bargaining
 - (a) Consent must be clear and conspicuous
 - (b) Must include a reasonably specific description of the intended use
 - (c) At time of use, not initial employment
 - (d) Continues after death unless explicitly limited otherwise
 - (e) If background actor is deceased, may be obtained from an authorized representative of the deceased performer or union if representative cannot be found
 - (2) Compensation
 - (a) Background actor daily minimum is minimum
 - (b) Use in a field or medium covered by a SAG-AFTRA collective bargaining agreement subject to bargaining at no less than the minimum wages and residuals in that collective bargaining agreement.
 - (3) Will not be used in lieu of hiring background actors necessary to fulfill the applicable coverage maximums
 - (4) Will not use background actor's digital replica to circumvent the engagement of that background actor
- 3. Digital Alteration
 - a) Consent required to digitally alter the background actor's appearance in photography or sound track previously recorded
 - b) Except when the photography or sound track remains substantially as scripted, performed and/or recorded.
 - c) Consent must be clear and conspicuous and include a reasonably specific description of the intended alterations
 - d) Consent may be obtained through an endorsement or statement in the background actor's employment paperwork or voucher that is separately signed or initialed by the background actor or in a separate writing that is signed by the background actor.
 - e) Continues after death unless explicitly limited otherwise
 - (1) If performer is deceased, may be obtained from an authorized representative of the deceased background actor or union if representative cannot be found
 - f) If lip or facial movements are digitally altered to make it appear that the background actor is speaking line(s) and dialogue, upgrade required pursuant to Section 26 of Schedule A
 - g) No consent is required to perform post-production alterations, editing, arranging, rearranging, revising or manipulating of photography and/or sound track for purposes of cosmetics, wardrobe, noise reduction, timing or speed, continuity, pitch or tone, clarity, addition of visual/sound effects or filters, standards and practices, ratings, an adjustment in dialogue or narration or other similar purposes,

or under any circumstance when dubbing or use of a double is permitted under the Codified Basic Agreement or Television Agreement.

h) Claims subject to arbitration- Remedies limited to monetary damages

III. STREAMING BONUS FOR HIGH BUDGET SVOD PROGRAMS & STREAMING PAYMENT DISTRIBUTION FUND

- A. Streaming Bonus: For High Budget SVOD seasons of series, mini-series and longform pictures that have initial exhibition on or after January 1, 2024, a success payment shall be due if the viewing time in the first 90 days of each exhibition year is equivalent to the production being watched by 20% or more of the domestic subscribers to the SVOD service.
1. The total domestic streaming hours over the first 90 exhibition days is divided by the total runtime of the picture, parts or episodes of a season to determine the "Domestic Views." The "Success Metric" is calculated by dividing the 'Domestic Views" by the total number of domestic subscribers. If the result is a figure greater than or equal to .2, the bonus is paid on that program.
 2. The bonus shall be equal to 100% of the applicable fixed HB SVOD residual payable for the applicable Exhibition Year for the picture.
 - a) 75% percent of the bonus money plus applicable benefit fund contributions will be paid directly to the performers whose pictures triggered the payment
 - b) Streaming Payment Distribution Fund: Subject to legal review, and subject to certain conditions, the parties will create a jointly trustee fund to administer additional payments as Streaming Bonuses to be paid to performers on motion pictures made for initial exhibition on SVOD services using a distribution methodology to be determined by the trustees. 25% of the bonus money plus remaining benefit fund contributions shall be paid into the Fund. The trustees to the Fund shall adopt distribution guidelines that will govern the payment of Fund money to performers.
 3. Payment is due 60 days after the end of the quarter in which the 90 day measuring period for domestic views is complete.

IV. RESIDUALS

- A. Advance Payment of Residuals:
1. For contracts entered into on or after the first Sunday that is one year after the AMPTP receives notice of ratification, the salary above which advance payment of residuals is allowed shall increase to \$9,500 (from \$8,000) for prime time reruns of a half hour show, \$12,500 (from \$11,000) for prime time reruns of a one hour or longer show, and \$11,000 (from \$9,500) for other residuals.
 2. For contracts entered into on or after the first Sunday 60 days after the AMPTP receives notice of ratification, any advance payment of residuals must be set forth in a separate rider, or other separate writing signed by the performer, stating the amount of the advance payment of residuals.
 3. For contracts entered into on or after the first Sunday 60 days after the AMPTP receives notice of ratification, all advance paid residuals shall be delivered to the union for processing and forwarding to performers. If a performer has agreed to direct deposit for initial compensation, advanced residuals may be included with direct deposit payment of initial compensation, but details of advance pay for such performers must be included with the reporting provided when residuals are due and paid to the rest of the cast.
 4. For contracts entered into on or after on or after the first Sunday that is one year after the AMPTP receives notice of ratification, not more than 15% of a performer's guaranteed compensation may be treated as an advance of residuals performers for performers guaranteed less than \$75,000 per week or per episode.
- B. High Budget SVOD
1. As of the first Sunday following the AMPTP's receipt of notice of ratification, the ceilings applicable to Total Actual Compensation used to calculate residuals shall increase by 2.5%.
 2. As of the first Sunday following the AMPTP's receipt of notice of ratification, grandfathering is eliminated for new seasons of any ongoing series.
 3. For High Budget SVOD programs that commence principal photography on or after the first Sunday that the AMPTP receives notice of ratification, residuals for foreign affiliated SVOD services will be calculated