

September 21, 2018

**MEMORANDUM OF AGREEMENT BETWEEN
THE SCREEN ACTORS GUILD-AMERICAN FEDERATION
OF TELEVISION AND RADIO ARTISTS AND
THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
FOR THE 2018 PRODUCER-SAG-AFTRA BASIC CABLE AGREEMENT
FOR ANIMATED MOTION PICTURES**

This Memorandum of Agreement is entered into between the Screen Actors Guild-American Federation of Television and Radio Artists, Inc. (hereinafter referred to as “SAG-AFTRA” or “the Union”), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter referred to as the “Alliance” or the “AMPTP”), on behalf of the Producers listed on Exhibit “A” attached hereto (each hereinafter respectively referred to as “the Producer” and collectively referred to as “the Producers”), on the other hand.

This Memorandum of Agreement reflects the complete understanding reached between the parties. The language in this Memorandum of Agreement is not contract language, except where the context clearly indicates otherwise. As soon as practicable, this Memorandum of Agreement will be reduced to formal contract language.

The provisions of this Memorandum of Agreement represent modifications to the 2014 Producer-SAG-AFTRA Basic Cable Agreement for Animated Motion Pictures (the “2014 Agreement”). Except as modified herein, the terms of the 2014 Agreement shall remain the same, subject to conforming changes.

Given that the SAG-AFTRA membership ratified the parties’ agreement and on November 20, 2018, notified the AMPTP of such ratification, without any intervening labor dispute, work stoppage or other interference with work, this Memorandum of Agreement shall be effective as of the dates hereinafter set forth, except that when no date is specified, such provisions shall be effective as of the date that the AMPTP receives notice of ratification.

1. **Term**

The term of the 2018 Producer-SAG-AFTRA Basic Cable Agreement for Animated Motion Pictures shall commence on the date that the AMPTP receives notice of ratification and shall terminate on June 30, 2020.

2. **Incorporation of Terms and Conditions from the 2018 SAG-AFTRA Television Animation Agreement**

Modify Paragraph 1 of the 2014 SAG-AFTRA Basic Cable Agreement for Animated Motion Pictures to provide:

- “1. Producer agrees that, except as modified below, all terms and conditions of the ~~2014~~2018 SAG-AFTRA Television Animation Agreement (hereinafter “the Television Animation Agreement”) shall apply to performers employed as off-camera voice actors in animated basic cable motion pictures, the principal recording of which commence on or after *[insert the date that the AMPTP receives notice of ratification]*, and are incorporated herein by reference. All terms and conditions set forth in the Television Animation Agreement that are applicable to ‘Legacy AFTRA Television Animation Series’ shall be applicable to ‘Legacy AFTRA Basic Cable Animation Series.’”

Make conforming changes.

3. **Late Payments**

Renew the Sideletter to the 2014 SAG-AFTRA Basic Cable Agreement for Animated Motion Pictures regarding “Payment of Residuals for Animated Basic Cable Programs on a Basic Cable Service,” as follows:

“SIDELETTER

“As of July 1, 2014

“Renewed as of _____ *[Need effective date]*

“David P. White
National Executive Director
SAG-AFTRA
5757 Wilshire Boulevard
Los Angeles, California 90036-3600

“Re: Payment of Residuals for Animated Basic Cable Programs on a Basic Cable Service

“Dear David:

“During the term of the ~~2014~~2018 Agreement, the Union shall identify to the AMPTP any Producer it believes has chronically failed to pay residuals on a timely basis for runs of an animated basic cable program on a basic cable service. The Union shall meet with

the Producer and provide the Producer with the documents in its possession which support its belief that the Producer has been chronically paying late. The Producer shall then have an opportunity to investigate the existence and/or cause of the late payments. The Producer shall meet with the Union thereafter to advise of the findings of its investigation and any corrective action that it deems appropriate.

“The AMPTP will use its good offices to facilitate the foregoing process.”

[Signature Blocks Omitted]

4. **Animated Programs Made for New Media**

Modify Paragraph 15 of the 2014 SAG-AFTRA Basic Cable Agreement for Animated Motion Pictures to provide:

“15. Article XXII of the ~~2014~~2018 SAG-AFTRA Television Animation Agreement regarding animated programs made for new media shall be applicable to animated motion pictures covered under this Agreement, except:

“A. The definition of ‘Derivative New Media Production’ shall be changed to read:

“A ‘Derivative New Media Production’ (‘DNMP’) is an animated production for New Media based on an existing animated motion picture produced for initial exhibition on a basic cable service (the ‘Original Production’), to the extent that such production is covered under the terms of the Agreement.’

“B. The reference in Paragraph J (‘Sunset Clause’) to ‘the ~~2014~~2018 SAG-AFTRA Television Animation Agreement’ shall be changed to ‘this Agreement.’

Make conforming changes.

5. **Requests to Record Additional Voices Without Required Payment**

The AMPTP will issue the following bulletin to Producers signatory to the 2018 SAG-AFTRA Basic Cable Agreement for Animated Motion Pictures:

**“NOTICE TO PRODUCERS REPRESENTED BY THE AMPTP IN NEGOTIATIONS
FOR THE 2018 PRODUCER-SAG-AFTRA TELEVISION ANIMATION
AND BASIC CABLE ANIMATION AGREEMENTS**

“Re: Requests to Record Additional Voices Without Required Compensation

“During the 2017-2018 negotiations, the Union raised a concern that voice actors who are already at a recording session are sometimes asked by the Producer ‘as a favor’ to record additional voices without paying the compensation required under the Producer-SAG AFTRA Television Animation Agreement or the Producer-SAG AFTRA Basic Cable Agreement for Animated Motion Pictures (the ‘Agreements’).

“This is a reminder that all work performed by voice actors must be compensated as provided in the Agreements. While the Producers may certainly request that a voice actor perform additional services during a session, they may not request that a voice actor perform a ‘favor’ or provide any additional work during a session without complying with the payment obligations under the Agreements. However, the parties acknowledge that not all additional voice work requires payment.

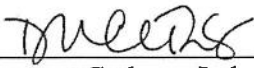
“Please ensure that a copy of this bulletin is distributed to the appropriate Company representatives to ensure compliance with the foregoing.”

**THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS ON
BEHALF OF THE PRODUCERS LISTED IN EXHIBIT “A” ATTACHED HERETO**

By: 
Carol A. Lombardini

Date: April 21, 2023

**SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION
AND RADIO ARTISTS**

By: 
Duncan Crabtree-Ireland

Date: April 18, 2023

EXHIBIT "A"
2018 PRODUCER--SAG-AFTRA BASIC CABLE ANIMATION AGREEMENT
AUTHORIZATION LIST

40 North Productions, LLC	Marvel Animation Studio LLC
Abominable Pictures, Inc.	Metro-Goldwyn-Mayer Animation Inc.
Adelaide Productions, Inc.	Muddy Water Entertainment, Inc.
Alameda Productions, LLC (d/b/a	NonCal Animation, Inc.
Legendary Alameda Productions, LLC)	Northwest Shadow, LLC
Big Indie Pictures, Inc.	Partricks Road Productions II, Inc.
Cartoon Network Studios, Inc.	Picrow, Inc.
Digisynd, Inc.	Picrow Features Inc.
Disney Television Animation	Picrow Streaming Inc.
DreamWorks Animation LLC	Pixar Talking Pictures
DreamWorks Animation Television, LLC	Reassembled Productions LLC
Egregious Entertainment, LLC	Retro, Inc.
Film 49 Productions, Inc.	Rutherford Bench Productions, Inc.
Got Talent, LLC	Shadow Animation, LLC
Halfworld Productions LLC	STX Animation, LLC
Harmony Gold Productions, Inc.	Talent Court Productions Inc.
Helmer Prexy Productions LLC	Thwip Productions LLC
Hostage Productions, Inc.	Turner Films, Inc.
In Development, LLC	Twentieth Century Fox Film Corporation
Just Rewards Productions, Inc.	Undiscovered North American Ape Pictures, Inc.
Katy Mac Session Productions	Universal Animation Studios LLC
Kerner Films, LLC	WAG Pictures Inc.
Lake Hartwell Productions, Inc.	Walt Disney Pictures
Lakeshore Entertainment Group LLC	Warner Bros. Animation Inc.
Magnificent Videos, LLC	Warner Specialty Productions Inc.
Mako Entertainment, Inc.	Warner Specialty Video Productions Inc.
	West Coast Animation, Inc.
	Williams Street Productions, LLC
	Woodridge Productions LLC