

**Screen Actors Guild (SAG) and Media Entertainment & Arts Alliance (MEAA)  
Agreement with respect to SAG Global Rule 1**

Whereas:

1. Both SAG and the MEAA are concerned to promote the best wages and working conditions for performers;
2. SAG has implemented global application with respect to its rule 1;
3. The MEAA supports the SAG campaign to improve the wages and working conditions of performers;
4. SAG notes the MEAA's concerns with respect to the implementation of the rule and lower budget Australian creatively controlled productions;
5. SAG notes the MEAA's concerns about the ability of Australian citizens and permanent residents and New Zealand citizens to work in Australia under the terms of contracts negotiated by the MEAA.

It is agreed as follows:

1. Unless indicated to the contrary in this agreement the term "Australian" will include Australian citizen, permanent resident and New Zealand citizen.
2. SAG and MEAA will work with the Screen Producers Association of Australia (SPAA) to persuade the Australian Government to amend regulation to allow Australian producers to pay superannuation contributions paid on behalf of SAG performers working in Australia to be paid into the SAG pension plan.
3. Unless indicated to the contrary in this agreement the term "offshore production" means a production which has a genesis and creative control in a country other than Australia, usually the United States, but includes and is not limited to Canada, the United Kingdom, India and Japan. The Alliance applies the "better rates principle" to such productions requiring that, where the production originates from a country with a superior agreement protecting performers, to that applying in Australia, that superior agreement will apply to that production as the offshore agreement. Where the Australian agreement provides superior protection the Australian agreement will be used.
4. Australian performers working on the following productions will be exempted from the SAG global rule 1 provided that they work under the terms of the relevant MEAA collective agreement with respect to such productions:

### Advertising

All advertising programs made for the Australian or international market except where the advertising program is made for use solely or partly in the United States or release in the United States is subsequently sought after the performer has been contracted.

### Documentary Voiceover

All documentary productions produced by Film Australia, produced or funded by the Australian Broadcasting Corporation (ABC) or the Special Broadcasting Service (SBS) or funded in a substantial part by the Australian Film Finance Corporation (FFC) or the Australian Film Commission (AFC).

### Film

Under the terms of the MEAA Actors Feature Film Agreement all Category A films, all category B films with budgets of less than \$AUD 15 million, all official co-productions and under the terms of the Offshore Feature Films Agreement, offshore feature films.

### Television

Under the terms of the MEAA Actors Television Programs Agreement and the Australian Television Repeats and Residuals Agreement all Australian television series and serials, telemovies and mini-series using only Australian actors, all telemovies with budgets of less than \$AUD 5 million and mini-series with budgets of less than \$AUD 2.5 million per television hour using one or more imported actors.

All official co-productions.

All offshore television productions.

All television productions produced under the Actors etc (ABC Radio and Television) Agreement.

5. Non Australian performers who are not citizens or residents of the USA working in Australia under the terms of the appropriate MEAA collective agreement will be exempted from the SAG rule 1 in the following circumstances:

#### Official co-productions

If the performer is a citizen or resident of the co-production partner.

Category B films with budgets under \$AUD 15 million

If the performer is not a citizen or resident of the United States.

Australian telemovies with budgets of less than \$AUD 5 million and mini-series with budgets of less than \$AUD 2.5 million per television hour with one or more overseas performers

If the performer is not a citizen or resident of the United States.

Offshore film and television productions

If the performer is not a citizen or resident of the United States

6. Citizens and residents of the USA will be able to work in Australia under the terms of the appropriate MEAA collective agreement and will be exempted from the SAG rule 1 in the following circumstances:

Official co-productions

Provided the producer pays (in lieu of the superannuation obligation under the MEAA agreement) pension and health payments in accordance with the SAG codified basic agreement.

Category B films with budgets under \$AUD 15 million

Provided the producer pays (in lieu of the superannuation obligation under the MEAA agreement) pension and health payments in accordance with the SAG codified basic agreement.

Australian telemovies with budgets of less than \$AUD 5 million and mini-series with budgets of less than \$AUD 2.5 million per television hour with one or more overseas performers

Provided the producer pays (in lieu of the superannuation obligation under the MEAA agreement) pension and health payments in accordance with the SAG codified basic agreement

7. SAG and MEAA will require verification of budget, where that is a relevant criterion, by a means to be agreed with SPAA for this exemption to be applicable.
8. SAG and MEAA will discuss reciprocity with respect to flow through on pension plans in an endeavour to ensure that all performers working out of their national jurisdiction receive an adequate pension.

9. SAG and MEAA will discuss the implementation of SAG rule 1 in Australia with respect to the means by which performers will be contracted on other than offshore productions (as that term is understood in the Australian context), it being acknowledged that on offshore productions SAG will generally contract directly with a US based entity for those performers whose employment on the production will be governed by global rule 1.
10. SAG and MEAA will meet on a regular basis to ascertain the effectiveness and relevance of these provisions in achieving the goals of both organizations.

Executed for and on behalf of the **Media Entertainment & Arts Alliance**

Signature: .....

Name: .....

Witness Signature:.....

Name of Witness:.....

Date: .....

Executed for and on behalf of the **Screen Actors' Guild**

Signature: .....

Name: .....

Witness Signature:.....

Name of Witness:.....

Date: .....

Executed for and on behalf of the **Screen Producers' Association of Australia**

Signature: .....

Name: .....

Witness Signature:.....

Name of Witness:.....

Date: .....