

SAG-AFTRA GR1

1. If the picture has a budget of under \$12.5 million, UK productions filming entirely in the UK or UK co-productions that have some filming at locations outside the UK but all performers in the film are being employed on Equity contracts, may employ SAG-AFTRA members on Equity contracts provided that the production company enters into a Memorandum of Agreement with SAG-AFTRA to pay the SAG pension and health contributions. If the budget of the picture is over \$12.5 million, then the member must negotiate to be covered by all SAG terms and ensure that the company has entered into a Memorandum of Agreement to provide that.
2. SAG-AFTRA members with dual US/UK residency may choose to be covered under an Equity contract for all purposes, provided the work was obtained through and negotiated with their UK agent.

Force Majeure

Clause F38

1. If the Film is prevented or interrupted or stopped by reason of any cause beyond the control of the Producer, then the Producer may:-
 - (a) suspend the operation of the Artist's engagement during the period of prevention or stoppage of production in which case on resumption of work on the Film the Artist's engagement shall be resumed and
 - (b) whether or not the Artist's engagement shall have been suspended pursuant to sub-Clause (a) above, cancel the Film and terminate the Artist's engagement as from the prevention or stoppage of production by notice in writing within five working days of the prevention or stoppage upon payment of all payments for services rendered prior to the date of prevention or stoppage.
2. If any suspension under the provisions of this Clause shall continue for three consecutive weeks the Producer shall not be entitled to retain first call upon the Artist thereafter, unless the Producer shall (prior to the expiration of such three weeks) have notified the Artist that the Producer wishes to retain first call on the Artist at the end of the suspension.
 - (a) If the Producer so retains first call on the Artist, and the suspension shall continue for more than three consecutive weeks, the Producer shall pay to the Artist during each week of continued suspension the amount the Artist would receive on first call.
 - (b) If the Artist is retained on first call at the end of the suspension the Guaranteed Period shall be extended by the period of suspension unless the Artist is thereby prevented from performing an engagement entered into before the suspension but in that event the Producer shall retain second call on the Artist's services.

(c) If during the period of the suspension the Artist wishes to enter into any other engagement, the Artist shall consult with the employing Producer so as to ensure the availability of the Artist to complete the part.

(d) If the Producer retains the Artist on second call and the suspension continues for more than three weeks, the Producer shall subject to the Artist's availability pay to the Artist not less than £120 as a retainer payment for each seven day period or part thereof following the three week suspension. This payment shall continue until the Artist's engagement shall be resumed and the Artist shall be entitled to accept other work during this period that shall not affect the payment agreed with the Producer. These payments shall not be included in the Artist's Total Applicable Salary.

3. In the event that a Producer finds it necessary to invoke the provisions of this Clause the Producer will as soon as practicable advise the Union.