

**AFM VIDEO GAME/INTERACTIVE MEDIA
AGREEMENT
(VIMA)**

Effective December 1, 2012



*Original Music for Animated/Video Game or Educational Software, or
Dedicated Console Platforms, or Internet Games/Online Games*

TABLE OF CONTENTS

I. SCOPE, TERM AND RELATIONSHIP OF PARTIES

<u>ARTICLE</u>		<u>PAGE</u>
1.	Scope	1
2.	Term.....	1
3.	Union Security.....	1
4.	Federation Representative and Right of Access.....	1
5.	Better Conditions.....	2
6.	Waivers Prohibited.....	2
7.	Use of Music Previously Recorded Under Another Federation Agreement.....	2
8.	Conformity with Law.....	3
9.	Non-Discrimination.....	3

II. GENERAL CONDITIONS

10.	Stand-By Calls.....	3
11.	Premium Workdays and Holidays.....	3
12.	Pension Fund Contributions.....	4
13.	Health and Welfare Contributions.....	4
14.	Report Forms.....	5
15.	Credits and Promotional Copies.....	5
16.	Late Payment of Wages.....	5
17.	Grievance and Arbitration.....	7

III. RECORDING MUSICIANS

18.	General Provisioins and Rates for Recording Musicians.....	7
19.	Wages.....	9
20.	Electronic Multi-Tracking Rates.....	10
21.	Doubling and Multiple Parts.....	11
22.	Cartage.....	13
23.	Minutes of Music.....	13

IV. ADDITIONAL USE OF MUSIC

24.	Promotional Use.....	14
25.	New Use of Music.....	14

V. MUSIC PREPARATION

Addendum A:

Musicians Employed to Prepare Music.....	15
--	----

VI. OPTIONAL SOUNDTRACK PROVISIONS

Addendum B:

“Pay-As-You-Go” Options and Other Soundtrack Provisions.....	22
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I. SCOPE, TERM AND RELATIONSHIP OF THE PARTIES

1. Scope

a. This Agreement shall apply to all musicians who render services for the Employer in connection with the preparation, production or recording of original music for use or prospective use in:

1. animated/video game or educational software; or
2. dedicated consoles containing original music for animated/video games or educational product embedded as hardware; or
3. Internet/online games.

b. The scope, use and applicability of this Agreement shall be determined solely by the American Federation of Musicians (“AFM” and/or “Federation”) and the Employer recognizes the AFM as the exclusive bargaining representative of all musicians covered by this agreement.

2. Term

This Agreement shall be effective beginning December 1, 2012.

3. Union Security

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Federation in good standing on the execution date of this Union Security agreement shall remain members in good standing and those who are not members on the execution date of this Union Security agreement shall, on the thirtieth day following said execution date, become and remain members in good standing of the Federation.

4. Federation Representative and Right of Access

a. The duly authorized representatives of the Federation and any of its affiliated locals, in order to properly conduct the business of the Federation subject to this Agreement, shall, upon presentation of their credentials to the Employer, be granted access to the recording studio or other locations whenever musicians are employed hereunder.

b. The Employer shall also respond promptly to requests by the Federation through such representatives for information regarding the Employer’s performance of its duties and obligations under this Agreement.

5. Better Conditions

Nothing in this Agreement shall prevent any individual musician from negotiating and obtaining from the Employer better conditions and terms of employment than those herein provided.

6. Waivers Prohibited

The Employer shall not request, induce or in any other manner attempt to require musicians to waive any rights provided under this Agreement or to render any services except as permitted by this agreement.

7. Use of Music Previously Recorded Under Another Federation Agreement

When music originally recorded under the AFM Sound Recording Labor Agreement, Basic Theatrical Motion Picture, TV Film Agreement, or any other Federation or Local Agreement is used or licensed for use in any product(s) covered by the scope of this Agreement, musicians shall be compensated per the applicable terms of this agreement as follows:

a. The Employer shall pay to or on behalf of those musicians who rendered services in the preparation, production and recording of the music previously recorded under another Federation or Local Agreement (if not prohibited by those agreements) all amounts (excluding only health and welfare contributions) that would be required if the recordings were originally made for the purposes set forth in this agreement.

b. Recording musicians shall be compensated based upon the applicable session rate in effect under this agreement at the time product is released. Compensation for each recording musician is based on one applicable basic session fee for each previously recorded song, composition or cue so used, either in whole or in part. Notwithstanding the foregoing, when multiple pieces of music are used from the same Theatrical Motion Picture or Television Series, compensation for each recording musician is based on one applicable basic session fee per five (5) minutes of music. In such cases, minutes of music calculation is based upon original length of song, composition or cue as recorded.

c. Orchestrators, Copyists and other Music Preparation Musicians shall be compensated based upon the applicable page rate in effect under this agreement at the time product is released. Calculation is based upon original bar length of song, composition or cue as prepared.

Use of the music licensed under this Article 7 is limited to the specific original content or product which shall be described on an executed new-use agreement, though such content may be released on multiple platforms or SKU's (Stock Keeping Unit; unique ID given to every product for inventory and tracking) Similarly, for purposes of this Article, repackaged, re-released or bundled version of the original product as well as expansions packs, add-ons,

patches or updates of product require no additional payment and are considered the same product. Use of this music in any other game or software would constitute an additional new-use, subject to the AFM terms in force at the time of such new-use. Other uses are prohibited except as specified under this agreement. Scope and applicability of this Article 7 shall be determined solely by the American Federation of Musicians.

8. Conformity With Law

The Employer and the Federation mutually understand that all of the provisions of this Agreement shall be subject to the provisions of presently existing and valid state or federal law, and that neither the Employer nor the Federation shall be required to take any action under this Agreement in conflict with any such provisions of law.

9. Non-Discrimination Policy

The parties hereto reaffirm their commitment to a policy of non-discrimination and fair employment in connection with the engagement and treatment of musicians on the basis of sex, race, color, creed, national origin, age or disability, in accordance with applicable state and federal law; no inquiry shall be made with respect to a musician's marital status, sexual orientation or national origin, creed, age or disability.

II. GENERAL CONDITIONS

10. Stand-By Calls

There shall be no "Stand-By" calls.

11. Premium Workdays and Holidays

a. Saturdays and Sundays, as such, shall be treated as regular workdays, not premium days, unless they are the musicians' sixth or seventh consecutive day of work for the Employer. Musicians shall be paid at one and one-half (1½) times the regular rate of pay for such sixth or seventh day.

b. For work on the following legal holidays: In the United States, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day; and, in the Dominion of Canada, New Year's Day, Dominion Day, Good Friday, Labour Day, Easter Monday, Thanksgiving, Victoria Day and Christmas Day, musicians shall be paid at two (2) times the regular rate of pay. These holidays shall be observed on the same dates as such respective holidays are observed under the U.S. federal legislation for public holidays.

c. While the foregoing pay rates shall be applicable to all musicians employed under this Agreement, with regards to musicians employed at the page rates (i.e. Orchestrators,

Copyists, etc.), the Employer must specifically approve, instruct or require such musician to work on a Premium Day or Holiday as described herein.

12. Pension Fund Contributions

Effective December 1, 2012, Employer agrees to contribute an amount equal to 14.5% of all scale wages earned by each Musician under this Agreement on behalf of such Musician:

- a. With respect to services rendered in the United States: to the American Federation of Musicians and Employers Pension Fund (“AFM-EP”) created pursuant to the Trust Indenture created Oct. 2, 1959 and Employer further agrees to be bound by the Fund’s Agreement & Declaration of Trust, as amended from time to time. Such contributions shall be deemed to include all amounts required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, which is incorporated by reference into this Agreement.
- b. With respect to services rendered in the Dominion of Canada: to the Musicians’ Pension Fund of Canada created pursuant to the Agreement and Declaration of Trust dated April 9, 1962, and Employer further agrees to be to that Trust as amended from time to time.

13. Health and Welfare Contributions

a. For each day in which a recording musician performs work under this Agreement, the Employer shall contribute \$30.54 on behalf of each musician so employed. The Employer shall also contribute an amount calculated in accordance with Addendum A on behalf of those musicians employed under a page rate (i.e. Orchestrators, Copyists and other Music Preparation).

b. With respect to musicians who are members of Federation Locals 47 (Los Angeles), 802 (New York), and any other Local which hereafter establishes a Health and Welfare Plan and notifies Industry, Health and Welfare payments for musicians rendering services under this Agreement shall be sent to the plan designated by the local union in which the individual musician is a member, regardless of the place where the musician performed the services. In such case, such payment shall be expressly contingent on the information set forth on the B Report Form as to the member’s local affiliation.

1. All contributions with respect to musicians who are members of AFM Local 47 (Los Angeles) will be made on the musician’s behalf to the Entertainment Industry Flex Plan (the “Flex Plan”). With respect to those musicians, the Employer agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Flex Plan as it may be amended from time to time, which is incorporated by reference into and made a part of this Agreement.
2. All contributions with respect to musicians who are members of AFM Local 802 (New York) will be made on the musician’s behalf to Local 802 Musicians Health

Fund. With respect to those musicians, the Employer agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Local 802 Musicians Health Fund, as it may be amended from time to time, which is incorporated by reference into and made a part of this Agreement.

c. With respect to all other musicians, Health and Welfare payment for musicians rendering services under this Agreement shall be paid to each musician, regardless of the place where the musician performed the service.

d. No such Health and Welfare Fund contribution, whether paid to any Fund or paid directly to a Musician, shall be the basis for computing the applicable AFM-EP contribution or any other payments under this Agreement such as doubling, overtime, premium time pay, etc.

e. Payments will be made simultaneously with Musicians' wage scales.

14. Report Forms

All sessions must be reported on a B-7 Report Form (or other form as the Federation may require), with the specific project title. In addition, the applicable platform(s) and/or online use shall be listed in memo box. The identity of the Orchestrator(s), Copyists and other Music Preparation musicians will also be listed on each such contract or report form or will be provided separately as soon as is practical. A copy of the Form B-7 (or other applicable form) shall be sent to the applicable Local, to the AFM, to the AFM-EPF and to the appropriate health plan (if applicable).

15. Credits and Promotional Copies

a. Every title produced under this Agreement will include the following credits on the packaging or software credit crawl: (i) a credit to the AFM; (ii) a credit to the contractor and supervising copyist, if any, and (iii) an "organization name credit" that has been approved by the AFM unless no applicable organization name credit exists; provided that the entity that owns the organization name has agreed to hold harmless and indemnify the Employer (and/or its licensee) from and against any action arising out of the authorized use of such organization name.

b. The Employer shall provide the AFM with 25 promotional copies (either in one platform or in combination) of every released title produced under this Agreement.

16. Late Payment of Wages

a. Wages are due within 15 business days of the date of the session or 15 days of receipt of

invoice in the case of a non-performance service (e.g. Copying, Orchestration and other Music Preparation). Payments made after the 15th business day will accrue late payment charges and the following late payment charges shall apply:

1. If payment is made more than fifteen (15) and less than thirty one (31) business days (excluding Saturdays, Sundays and holidays) after such written notice is received, ten percent (10%) of the amount due the musician;
 2. If payment is made more than thirty (30) and less than sixty one (61) business days (excluding Saturdays, Sundays and holidays) after such written notice is received, twenty five percent (25%) of the amount due the musician;
 3. If payment is made more than sixty (60) and less than ninety one (91) business days (excluding Saturdays, Sundays and holidays) after such written notice is received, fifty percent (50%) of the amount due the musician;
 4. Payments made after the ninetieth business day (excluding Saturdays, Sundays and holidays) after such written notice is received shall not require any late payment charge in addition to the above fifty percent (50%) late payment charge unless the Local or Federation further advises the Producer in writing of such non payment. If payment is not thereafter made within fifteen (15) business days after Employer received such further written notice, an additional late payment charge of ten percent (10%) of the initial amount due the musician shall accrue for each additional thirty (30) day period in which payment is not made, and the first such thirty (30) day period shall commence on the date such further written notice is received.
- b. The foregoing late payment charges shall not be required when Employer's failure or delay in paying results from:
1. The musician's failure or delay in furnishing a W 4 form or Federal and State Corporate I.D.;
 2. The musician's failure to furnish appropriate documentation to enable the Employer to complete the I-9 form (provided that a musician's failure to provide such documentation shall not excuse late payment to any other musician engaged for the same session);
 3. The musician's failure to provide the Employer with the correct address to which payment should be sent. (If a payment is returned to the Employer, the Employer will contact the Local to ascertain the musician's correct address and, thereafter, the payment will be forwarded to such address);
 4. A bona fide emergency beyond the control of the Employer; or

5. The existence of a bona fide dispute as to the amount due and payable, provided that written notice of such dispute shall have been filed with the Local of the Federation in whose jurisdiction the work was performed within five (5) business days following receipt of bills or the Form B contract. Only disputed portions of payments may be withheld pending resolution of dispute. If the Employer pays the undisputed amount, there will be no late payment charges.

17. Grievance and Arbitration

a. Any controversy or claim arising out of or relating to this Agreement or the breach or interpretation thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association (“AAA”) then in effect. Either party may demand such arbitration in writing.

1. In the case of a controversy or claim involving more than \$500, the demand shall include the name of the arbitrator appointed by the party making the demand. Within three (3) days after such demand, the other party shall appoint an arbitrator; in default of such appointment, such arbitrator shall be named forthwith by the Arbitration Committee of the AAA. The two (2) arbitrators so appointed shall select a third (3rd) within a period of five (5) days from a panel submitted to them by the Arbitration Committee of the AAA and, in lieu of their agreement upon such third (3rd) arbitrator, he or she shall be appointed by the Labor Arbitration Committee of the AAA.
2. In the case of a controversy or claim involving the sum of \$500 or less, either party may demand such arbitration in writing. The parties shall select a single arbitrator within a period of five (5) days thereafter from a panel submitted to them by the Arbitration Committee of the AAA.

b. The hearing shall be held on two (2) days' notice and shall be concluded within fourteen (14) days, unless otherwise ordered by the arbitrator(s). The award of the arbitrator(s) shall be within seven (7) days after the close of the submission of evidence. An award agreed to by a majority of the arbitrators so appointed (or made by the arbitrator in the case of a claim or controversy described in a. (2)) shall be final and binding upon both parties and judgment upon such award may be entered by either party in the highest court of the forum, State or Federal, having jurisdiction.

III. RECORDING MUSICIANS

18. General Provisions and Rates for Recording Musicians

a. Cancellation of Calls. Musicians engaged by the employer for a recording session may only be cancelled upon ninety-six (96) or more hours notice.

b. Length of Call. Minimum call (Basic Single Session) is three (3) hours. Guaranteed Longer Calls in excess of the Basic Single Session and Double Sessions may all be offered to Musicians employed under this agreement.

c. Hold Period and Meal Break. The Employer may hold the musician for one (1) hour beyond the call length for Single Sessions, Guaranteed Longer Calls and Double Sessions as follows:

1. The Producer may hold the musician for one (1) hour beyond a single session or a guaranteed longer call. If musician is so held, or if work is performed in such hold hour, it shall be paid for at the straight time rate in units of fifteen (15) minutes. If the musician is required and available to remain beyond the one (1) hold hour, he/she shall be paid for such time beyond such hour at one hundred fifty percent (150%) of the straight time rate in fifteen (15) minute units, except that work beyond the one (1) hold hour which occurs between midnight and 8:00 a.m. shall be paid at one hundred sixty-five percent (165%) of the straight time rate in fifteen (15) minute units. Provided, however, that in the event that a guaranteed call exceeds five (5) hours (but is less than a double session), the guaranteed call and the hold period combined shall not exceed six (6) hours.
2. A double session (six (6) hour guarantee) shall be completed within eight (8) hours. This eight (8) hour time span includes the Hold Period. Work hours beyond six (6) hours within an eight (8) hour period will be paid at one hundred twenty percent (120%) of the straight time rate in fifteen (15) minute units. If the musician is required and available to remain after eight (8) elapsed hours (whether worked or not), he/she shall be paid at one hundred fifty percent (150%) of the straight time rate in fifteen (15) minute units. Guaranteed calls beyond the double session are allowed and include additional time span, however rates are as above for work beyond six (6) hours and musicians must be paid for time guaranteed whether work is performed or not.
3. A double session shall be divided into two (2) periods at the convenience of the employer, with not less than one (1) hour between sessions (Meal Break).
4. When more than a double session of recording (six (6) hours) is continuous without a break of at least one (1) hour, a penalty of one (1) hour at the minimum scale shall be paid each such musician.
5. In the event a musician cannot remain beyond one (1) hour hold, such musician shall notify the contractor prior to the beginning of the session. If the musicians have given the appropriate advance notice, the Employer or authorized representative (including any contractor or leader) shall be responsible for securing additional musicians, if necessary.

6. Two single sessions (or guaranteed longer calls) shall not be called in the same day in lieu of a double session in order to circumvent the time spread penalty, when both of such sessions are for the same project.
- d. Rest Period. Intermission of ten (10) minutes per hour away from stand must be given on all engagements, with the understanding that it means ten (10) minutes from the time musicians leave stands until they return and are ready to play. The Employer is privileged to accumulate two (2) rest periods, or to give two (2) fifteen (15) minute rest periods in a three (3) hour session, instead of three (3) ten (10) minute rest periods. Rest periods may not begin sooner than thirty (30) minutes following the beginning of session call provided that all of the employees subject to this Agreement are ready to perform at the beginning of the session. At no time shall a musician be required to perform for more than ninety (90) consecutive minutes on the stand.
 - e. Night Premiums.
 1. Work performed after midnight shall be paid at time-and one half.
 2. Work hours beyond eight (8) hours and performed between midnight and 8:00 a.m. will be compensated at two hundred percent (200%) of the straight time rate.
 - f. Dismissal For Day.
 1. When any musician(s) are dismissed for the day while the balance of the orchestra is still in session, they shall immediately be given adequate time to pack up and leave, or they shall be paid for any period they are required to wait, subject to a ten (10) minute leeway.
 2. The Employer or authorized representative (including any contractor or leader), shall announce to the recording musician(s) the time for which they will be compensated when dismissed for the day.

19. Wages

- a. Regular Session — (3 hours minimum call):

Number of Musicians	Basic Session Scale Wages per Side Musician	Overtime (per 15 minutes) Within 1-hour Hold Period
25 or more	\$300.00	\$25.00
24 or fewer	\$345.00	\$28.75

When two (2) or more recording sessions occur on the same day for the same project, the scale wages for all sessions on that day for such project shall be based on the scale wages applicable to the session in which the highest number of recording musicians was employed.

- b. The following additional terms and conditions shall apply:
 - 1. Leader and Contractor scale is double the applicable side musician scale.
 - 2. Scale for musician playing alone is double the side musician scale (11 or fewer).
 - 3. A Contractor is required for sessions employing 12 or more side musicians.
- c. Music Preparation will be paid in accordance with Addendum A below.

20. Electronic Multi-Tracking Rates

The Employer may use Electronic Multi-Tracking rates (“EMT” rates) in lieu of employing musicians under the applicable basic session rates (real time rates) provided that the AFM receives advance written notice of the election, and that musicians are notified of the Employer’s election when engaged for the recording session. All other provisions of this Agreement applicable to recording musicians shall apply to musicians employed under these rates, except as specifically modified in this Article 20.

- a. EMT rates for sessions described in Article 19:

EMT scale (per hour with a three hour minimum)	\$230.00
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- b. Additional terms and conditions:
 - 1. The foregoing rates include all electronic and acoustical doubles and all overdubs, with respect to each session.
 - 2. Concurrent with Employer’s obligation to notify musician(s) upon engagement that they shall be compensated pursuant to the multi-tracking provisions of this Agreement, the Employer shall also specify to each such musician the length of the recording session (“the guaranteed call”).
 - i. The length of the call shall be a minimum of three (3) hours, but may be up to a maximum of ten (10) hours at straight time.
 - ii. A musician shall be compensated, at a minimum, for the hours specified in the guaranteed call.
 - iii. A musician engaged for a guaranteed call of fewer than ten (10) hours, cannot be required to work more than one (1) hour beyond such guaranteed call. If the

musician does perform work beyond this one (1) hour hold period, such work shall be compensated at one hundred fifty percent (150%) of the applicable electronic multi-tracking rate in fifteen (15) minute increments. In all other respects, the multi-tracking provisions of the Agreement shall remain in full force.

iv. A musician engaged for a guaranteed call of ten (10) hours, cannot be required to work in excess of ten (10) hours, however, should such musician consent to work in excess of ten (10) hours (excluding meal periods) the musician shall be paid at the rate of an additional fifty percent (50%), prorated in fifteen minute increments.

v. A one hour meal period for such musician shall be called not later than six (6) hours after reporting for work. Subsequent meal periods shall be called not later than six (6) hours after the expiration of the previous meal period. The penalty for delayed meals shall be a straight time allowance at the scheduled regular basic hourly real time rate for the length of the delay, but not less than one half hour.

vi. When, at the request of the Employer, the musician is required to work between the hours of midnight and 8:00 a.m., such musician shall be paid an additional fifty percent (50%) of the applicable hourly rate.

If music produced under this paragraph is released under the provisions of Article 25, or Addendum B (Optional Soundtrack Provisions), a musician who performed alone under this rate shall receive no less than the basic AFM Sound Recording Labor Agreement (SRLA) recording session fee for each minute of music dubbed. When two (2) or more musicians performed, each musician shall receive no less than the basic SRLA session fee for each two (2) minutes of music dubbed.

21. Doubling and Multiple Parts

a. Doubling Definitions, Rates and Conditions for Recording Musicians

1. Whenever a musician is required to play another musical instrument, in addition to the instrument which the musician was playing at the beginning of the recording session (“Basic Instrument”), that shall constitute Doubling, except as limited in paragraph 2 below. Doubling also occurs as follows:

i. Use of multiple electronic musical devices, in conjunction with any electronic musical instrument such as a synthesizer, guitar, EVI or EWI, shall count in the aggregate as three (3) doubles.

ii. Use of electronic devices such as multiplex, octave divider, or midi-interface shall be treated as a double if used to simulate instrumental sounds in addition to normal sounds of instrument to which attached.

- iii. Requiring a musician to transpose to avoid the use of an additional instrument shall be considered as having doubled and shall be paid accordingly.
2. Instruments within the following respective groups are not construed as doubling:
 - i. Drummer's standard outfit;
 - ii. Tympani;
 - iii. Mallet instruments: xylophone, bells and marimbas;
 - iv. Latin rhythm instruments. Any Latin instrument when used in less than eight (8) bars in connection with other instruments or not used in a rhythm pattern shall not in any event be a doubling instrument.
3. Doubling rates:
 - i. First double – fifty percent (50%) of basic rate extra;
 - ii. Second double – twenty percent (20%) of basic rate extra;
 - iii. Each subsequent double – twenty percent (20%) of basic rate extra.

4. Computation of Doubling

The first instrument played in a session determines the basic instrument for that session (including a double session) and any overtime period to such session.

- i. A musician who is required to double within the meaning of this Agreement shall be paid "doubling" based upon the basic scale of not less than one (1) three (3) hour session for each double.
- ii. In computing the compensation for doubling, all time from the start of the recording engagement shall be considered in three (3) hour sessions regardless of the unequal division of a double session.
- iii. In a double session, during which one or more doubles occurs in the first three (3) hours and the Musician commences the fourth hour with a doubling instrument, such doubling instrument shall be considered as the first double for the second three (3) hour period.

iv. Overtime

A. If a double is begun in a three (3) hour session and such double is continued in an overtime period, the doubling rate shall apply for the three (3) hour session plus the overtime period.

B. If a double is commenced in an overtime period, he/she shall be paid a minimum of three (3) hours at the doubling rate.

C. The first “double” rate of fifty percent (50%) of basic rate extra may only be paid when the basic rate is in effect. The second “double” rate of twenty percent (20%) of the basic rate extra shall only apply when the first doubling rate is in effect at the same time. The third “double” rate of twenty percent (20%) of the basic rate extra shall apply only when the second doubling rate is in effect at the same time; and the fourth “double” rate of twenty percent (20%) of the basic rate extra shall only apply when the third doubling rate is in effect at the same time. Subsequent “doubles” will be computed in a like manner.

b. Payments for multiple parts shall be made at 100% of the basic session scale (plus Pension contribution) under Articles 19 and 12 for each such multiple part. No such payments, however, shall be due for recording musicians employed under Article 20.

22. Cartage

The Employer shall pay actual common carrier cartage costs for heavy instruments, such as keyboards or percussion. If musicians self-transport, the Employer shall pay the musician for actual cartage, at the following rates, for those instruments listed below when required:

Harp..... \$50.00

String bass, tympani, mallet instruments, bass saxophone,
contra bassoon, heavy amplifiers, tuba, and drum-kit..... \$40.00

Baritone saxophone, cello, contra bass clarinet, accordion,
guitar, baritone horn, cimbasso, contra bass trombone, and
doubling musicians who carry more than 3 instruments.....\$15.00 each

23. Minutes of Music

There shall be no limitation on the minutes of music that can be recorded during or used from a session.

IV. ADDITIONAL USE OF MUSIC

24. Promotional Use

Music recorded under this Agreement may be used without any additional payment for electronic press-kits, advertising or review purposes, and to otherwise solely promote the product for which the music was recorded. Filming at sessions for “making of promos” for the uses described in the foregoing sentence, and/or for inclusion as “value added content” with product software, is also permitted without any additional payment.

25. New Use of Music

Except as provided in this Article 25 or in Article 24, the Employer may not use music recorded under this Agreement (or lease, license, or assign to any other party the right to use music recorded under this Agreement) for any purposes not expressly set forth in this Agreement (hereinafter, a “new use”) unless the Employer pays to or on behalf of those musicians who rendered services in the preparation, production and recording of the music all amounts (excluding only health and welfare contributions) that would be required under the AFM agreement then in effect that would be applicable if the recording were originally made for the purposes set forth in that agreement. The following provisions shall also apply:

- a. Orchestration, Copying and other Music Preparation shall be compensated under the required AFM agreement per the applicable page rate for each new use of a music cue based upon the length of the original cue.
- b. Session musicians shall be compensated using a formula of fifteen (15) minutes of music (or portion thereof) equals one (1) Basic Session under the required AFM agreement. Calculation shall be based upon the length of the original cue(s).
- c. A prohibited new use described in subparagraph (a) above includes without limitation use of music in any animated/video game or educational software, or dedicated console other than the product for which it was originally recorded (including sequels to the original except as otherwise specifically provided in this Agreement), but the following shall not be considered to be a new use for purposes of this Article 25:
 1. repackaged, re-released or bundled version of original product and/or expansion packs, add-ons, patches, updates; or
 2. the use of a different SKU (e.g. different identification number for North America Market vs. European Market).

ADDENDUM A

MUSICIANS EMPLOYED TO PREPARE MUSIC

1. Orchestration, Arranging and Sketching

a. Definitions

- i. "Orchestration" is defined as the art of assigning, by writing in the form of an orchestra score, the various voices of an already written composition complete in form. A composition is considered complete in form when it fully represents the melodic, harmonic and rhythmic structure.
- ii. Rates quoted in this Section refer to Orchestration only (including Takedown Rates, Midi Transcription Rates and Hourly Consultation Rates) and must not be interpreted to include or apply to creative contribution such as reharmonization, paraphrasing or development of a composition already complete in form.
- iii. "Arranging" is defined as any alteration of or addition to the structure of a composition. The rate charged for Arranging shall be subject to individual negotiations, but shall be in addition to the applicable orchestration scale.
- iv. "Sketching" is defined as the creation of a visual representation of a composition in condensed form, which fully sets forth the melodic, harmonic and rhythmic structure of the composition, and does so in a manner whereby the Copyist may understand what was intended. Sketching is an additional service and the payment therefore shall be subject to individual negotiations between the Employer and the musician.
- v. Hourly rates may be used only for adding parts to a score, on adjustments, work at rehearsals, take downs, alterations, additions and in other situations where page rates are impractical.
- vi. If an Orchestrator is employed to proofread, he/she shall be compensated in accordance with the hourly rate for Orchestrators.

b. Basic Rates and Conditions

i. Orchestration Page Rates:

Maximum Number of Lines Per Page	Rate
13 lines	\$23.28
20 lines	\$29.90

25 lines	\$33.49
30 lines	\$37.12
35 lines	\$40.78
40 lines	\$44.39
45 lines	\$48.76
50 lines	\$51.97
over 50 lines	\$53.69

(A) A score page shall consist of four (4) bars; a *come sopra* of eight (8) measures or less to be counted in the space of one (1) bar. Rates shall be computed on page and half-page rates, except that the first page shall be paid in full rather than prorated. The last page of a score shall be computed at not less than a half-page rate.

(B) The following in the aggregate will count as one (1) line of score: Bar numbers, page numbers, timings, clicks, scene cues and other supplementary information.

(C) A “pick-up” will be computed as a full bar.

ii. Additional Orchestration Rates:

Hourly Rate	\$37.25
Hourly Rate for Midi/Data Files	\$37.25
Takedown/Lead Sheet Page	\$18.73

iii. Material and Supplies

All paper, necessary working materials or required equipment shall be supplied by the employer or furnished by the employee at cost. All printing of duplicate parts shall be supplied by the employer or furnished by the employee at cost. Messenger service (pick-up and delivery) shall be paid for by the employer.

c. Health and Welfare Contributions

Health plan contributions for all Orchestrators employed under this Addendum A shall be paid in accordance with Article 13 and calculated using the following formula:

Orchestrators	
Effective December 1, 2012	$\text{Wages}/\$22.50 = \text{Hours}$ $\text{Hours} \times \$3.045 = \text{Contribution}$

d. Recording Sessions

Orchestrators will not be required to attend recording sessions. If the orchestrator(s) is specifically requested by the Leader, the Employer or an agent of the Employer to attend or assist in the scoring session, thereby expediting the recording process, the orchestrator(s) shall be paid not less than the applicable recording musician scale (3 hour minimum) and treated as a session musician relative to those wages and benefits.

2. Copying and Other Music Preparation

a. Employee Classification

- i. Copyists and other Music Preparation musicians (including Librarians, Proofreaders and Sound Consultants) shall be paid in accordance with the applicable rates set forth in paragraph “c.” below.
- ii. The Supervising Copyist secures the services of other copyists.
- iii. The Supervising Copyist may also be the Music Librarian. Librarians shall have supervision over all Assistant Librarians, Copyists and Proofreaders employed on all engagements.
- iv. A Music Librarian is not permitted to perform the duties of any other classification of work enumerated herein except for the position of Supervising Copyist; however when two (2) or fewer Copyists are engaged, a Librarian is permitted to do copying work. Additionally, a Music Librarian employed at the recording session may do any emergency copying or make any corrections to music at the scoring stage.

b. Scores and Sketches

i. Definitions

(A) A “Full Score” is the visual representation of parts to be performed by instruments and/or voice of a musical ensemble systematically placed on a series of staves, one above the other, and in which none other than two (2) identical instruments are combined on a single staff.

(B) A “Condensed Score” is the visual representation of a composition or

arrangement in condensed form, when not more than four (4) instruments are combined on a single staff and remain on the same staff throughout.

(C) A Sketch is the visual representation of a composition in condensed form wherein either more than four (4) instruments are notated on a single staff, or two (2) or more instruments do not remain on the same staff throughout, but fully setting forth the melodic, harmonic and rhythmic structure in such a manner that the Copyist may understand what was intended.

ii. Rates

(A) Copying parts from a Condensed Score shall be charged for at basic page rates (including fifty percent (50%) extra for parts transposed) plus fifty percent (50%) additional for only those parts that are extracted from staves combining three (3) or more instruments.

(B) Copying parts from a Sketch shall be charged for at basic page rates (including fifty percent (50%) extra for transposition) plus fifty percent (50%) additional overall.

c. General Rates and Conditions

i. The Supervising Copyist shall be paid a twenty-five percent (25%) scale wage surcharge of the cost of music preparation (including copying done by the Supervising Copyist) when the services of more than one copyist are necessary to complete the work assignment.

ii. All work is to be computed by the page and the half-page. Such page shall be deemed to consist of ten (10) staves (lines), including the heading, and a half-page shall consist of up to five (5) staves (lines).

iii. The half-page rates shall be at one-half ($\frac{1}{2}$) of the applicable page rates contained in this paragraph "c."

iv. Transposition of any part, fifty percent (50%) or more of which requires transposition, shall be computed at 150% of the basic rate.

v. Divisi or chorded parts, fifty percent (50%) or more of which is divisi and/or chorded, shall be computed at 150% of the basic rate. Transposition of such divisi and/or chorded parts is computed at 150% of the divisi/chorded rate.

vi. Special routine work, when two (2) or more scores, orchestral or vocal parts must be used or referred to in extracting the parts, shall be paid for at fifty percent (50%) more than the listed rates and there shall not be any charge for transposition.

vii. Work performed by a Copyist (or other Music Preparation musician), under the direction and control of the Employer, between the hours of 6:00 a.m. and 9:00 p.m., shall be paid at the basic rate. When a Copyist is ordered by the Employer to work at night and performs his/her work as directed under the Employer control, then all of such work as is performed between 9:00 p.m. and midnight shall be paid at one hundred ten percent (110%) of the basic rate; all of such work as is performed between midnight and 6:00 a.m. shall be paid at one hundred fifty percent (150%) of the basic rate until the Copyist is dismissed. There shall be no compounding in pricing the computation.

viii. A Copyist (or other Music Preparation musician) employed under this Section 2 of Addendum A who works in excess of twelve (12) hours in a day, under the direction and control of the Employer, shall be paid at one hundred twenty-five percent (125%) of the basic rate, unless a higher premium rate applies.

ix. All parts prepared for reproduction by any mechanical process (regardless of their usage) shall be charged for at double the regular rate (Dup Rate).

x. The basic page rates for single and “Dup” pages shall be the amounts indicated below:

(A) Copyists

	Regular	Dup
Parts		
Single Line	\$5.34	\$10.68
Single Line, Transposed	\$7.65	\$15.30
Divisi or Chorded	\$7.65	\$15.30
Divisi or Chorded Transposed	\$11.11	\$22.22
Keyboard		
Harp, Organ, Guitar, Piano, Etc.	\$8.59	\$17.18
Plus Melody (Vocal) Cue	\$12.48	\$24.96
Plus Orchestral Cues - Separate Staves	\$13.20	\$26.40
Two Stave with Orchestral Cues	\$14.06	\$28.12
Adding Chord Symbols		
Single Stave	\$1.48	\$2.96

Multistave	\$1.48	\$2.96
Adding Electronic Symbols		
Single Stave	\$1.92	\$3.84
Multistave	\$1.02	\$2.04
Vocal		
Choir - 1 Set Lyrics	\$9.52	\$19.04
Lead Sheet - 1 Set Lyrics	\$8.67	\$17.34
Song Copy - 3 Stave 1 Set Lyrics	\$10.42	\$20.84
Additional Lyrics - per set (English)	\$1.17	\$2.34
Additional Lyrics - per set (Foreign)	\$1.49	\$2.98
Single Voice Line with 1 Set Lyrics	\$7.26	\$14.52
Conductor Parts		
Lead Line Only - with Worded Cues	\$8.59	\$17.18
Lead Line with Notated Instrumental Cues	\$11.04	\$22.08
Harmonically Complete from Sketch	\$13.08	\$26.16
Harmonically Complete from Score	\$15.17	\$30.34
Adding Bar Numbers	\$0.71	\$1.42

xi. Librarian employed at recording session (eight (8) consecutive hours, excluding meal periods).

Librarian	
Non-playing/playing over 8 hours	\$212.45
Overtime per ½ hour	\$19.92

xii. Proofreading

Proofreading, per hour, no minimum	\$29.71
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xiii. Copyist Minimum Call

Minimum Call (Copyist)	\$82.29
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xiv. Hourly Rates

Sound Consultant (per hour)	\$57.77
Time Rate (per hour)	\$21.63

xv. Materials and Supplies

All paper, necessary working materials or required equipment shall be supplied by the employer or furnished by the employee at cost. All printing of duplicate parts shall be supplied by the employer or furnished by the employee at cost. Messenger service (pick-up and delivery) shall be paid for by the employer.

d. Health and Welfare

Health Plan contributions for all Copying and other Music Preparation musicians employed under this Addendum A shall be paid in accordance with Article 13 and calculated using the following formula:

COPYIST	
Effective 10/__/2012	$\text{Wages}/\$14.61 = \text{Hours}$ $\text{Hours} \times \$3.045 = \text{Contribution}$

ADDENDUM B

OPTIONAL SOUNDTRACK PROVISIONS

I. Optional Provisions for the Release of Soundtrack Albums (“Pay-as-You-Go”)

In addition to the use of music under the terms described in Article 25 above, soundtrack albums using music produced under this Agreement may be released under the terms of this Addendum B upon the election of the Producer or its Licensee pursuant to the terms and conditions of the Sound Recording Labor Agreement which is then in effect.

The Employer or its Licensee shall compensate musicians who rendered services in the preparation, production and recording of the original sound track in conformity with the provisions contained in Article 25 above by electing one of the following options:

1. Soundtrack Option 1 (15,000 Free Units)

a. No payment due upon release.

b. Contemporaneous with Soundtrack release, the Employer or its Licensee shall create and deliver to the AFM a “B Report Form” (or other form as the AFM may require) reflecting an amount equal to fifty percent (50%) (excluding only health and welfare contributions) of all amounts which the Employer or its Licensee would be required to pay to or on behalf of those musicians who rendered services in the preparation, production and recording of the music contained in the Soundtrack album pursuant to the Sound Recording Labor Agreement which is then in effect.

c. The Employer or its Licensee shall pay all amounts in (b) above once net sales exceed 15,000 units.

d. The Employer or its Licensee shall pay an amount equal to an additional fifty percent (50%) of all amounts required pursuant to the Sound Recording Labor Agreement which was then effective, once the net sales exceed 50,000 units.

e. The Employer or its Licensee shall pay an amount equal to an additional twenty percent (20%) of all amounts required pursuant to the Sound Recording Labor Agreement which was then effective, once the net sales exceed 100,000 units.

f. The Employer shall provide credits and copies as described below in section “II. Promotional Considerations.”

2. Soundtrack Option 2 (Initial Release at 25% of SRLA Scale)

a. Upon release of the Soundtrack, the Employer or its Licensee shall pay to or on behalf of those musicians who rendered services in the preparation, production and

recording of the music contained in the Soundtrack album twenty-five percent (25%) (excluding only health and welfare contributions) of all amounts required pursuant to the Sound Recording Labor Agreement which is then in effect.

b. The Employer or its Licensee shall pay an amount equal to an additional twenty-five percent (25%) of all amounts required pursuant to the Sound Recording Labor Agreement which was then effective, once the net sales exceed 25,000 units.

c. The Employer or its Licensee shall pay an amount equal to an additional fifty percent (50%) of all amounts required pursuant to the Sound Recording Labor Agreement which was then effective, once the net sales exceed 50,000 units.

d. The Employer or its Licensee shall pay an amount equal to an additional twenty percent (20%) of all amounts required pursuant to the Sound Recording Labor Agreement which was then effective, once the net sales exceed 100,000 units.

e. The Employer shall provide credits and copies as described below in section “II Promotional Considerations.”

3. Soundtrack Option 3 (Initial Release at 50% of SRLA Scale)

a. Upon release of the Soundtrack, the Employer or its Licensee shall pay to or on behalf of those musicians who rendered services in the preparation, production and recording of the music contained in the Soundtrack album 50 percent (50%) (excluding only health and welfare contributions) of all amounts required pursuant to the Sound Recording Labor Agreement which is then in effect.

b. The Employer or its Licensee shall pay an amount equal to an additional fifty percent (50%) of all amounts required pursuant to the Sound Recording Labor Agreement which was then effective, once the net sales exceed 50,000 units.

i. No additional upgrade payments.

c. The Employer shall provide credits and copies as described below in section “II. Promotional Considerations.”

II. Promotional Considerations

1. The following logo and/or credits must be provided on the jacket or other packaging accompanying the soundtrack (Sound Recording):

a. AFM logo or credit to "American Federation of Musicians.”

- b. The instrumental musicians who performed on the largest recording session from which a cue is extracted for the soundtrack record must be credited by name and instrument (the largest session is the one utilizing the most musicians; if more than one has the identical "largest" number, the Producer or its Licensee will identify from which session the credits will be determined). Such musicians may be grouped by instrumental categories.
 - c. The Leader/Conductor, Orchestra Manager, Orchestrator(s) Librarian, and Music Prep Service/Supervising Copyist must be credited by name and position.
 - d. An "organization name credit" that has been approved by the AFM must be placed on the front or back cover in a type size that is not less than fifty percent (50%) of the type size used for the composer credit unless no applicable organization name credit exists; provided that the entity that owns the organization name has agreed to hold harmless and indemnify the Producer and/or its Licensee from and against any action arising out of the authorized use of such organization names.
2. The Employer or its Licensee must provide the AFM with 75 copies of the commercially released soundtrack recording as soon as practicable upon its release.

If the Employer or its Licensee fails to satisfy any of the foregoing requirements, the special rates in this Addendum B will not apply and the Employer or its Licensee will be required to pay to or on behalf of those musicians who rendered services in the preparation, production and recording of the music used in the Soundtrack Album all amounts (excluding only health and welfare contributions) at one hundred twenty-five percent (125%) of the then effective SRLA rates in accordance with Article 25 of this Agreement. Any inadvertent error or omission with regard to Promotional Considerations required above will not be deemed a violation of this Agreement provided that the Employer or its Licensee has made a reasonable effort to comply with those provisions.

III. Additional Fifteen Percent (15%) Discount for Certain Soundtrack Albums

1. For Soundtracks released pursuant to Article 25 (100% of SRLA Scale), the Employer or its Licensee is entitled to a fifteen percent (15%) discount on the applicable scale provided that:
 - a. Promotional Considerations are provided as per section "II." above.
 - b. Soundtrack album contains 40 minutes or more of music originally recorded for a specific project under this Agreement.
 - c. Soundtrack album utilizes 75 or more musicians (excluding orchestrators and music preparation musicians) for whom payment is due under Article 25.

