2007-2010
AFTRA
NATIONAL CODE OF
FAIR PRACTICE FOR NETWORK
TELEVISION BROADCASTING

AFTRA
AFL-CIO

AMERICAN FEDERATION OF
TELEVISION AND RADIO ARTISTS
(AFTRA)
73. REPLAY OF RECORDED PROGRAMS

A. With respect to programs produced prior to March 1, 1956, the terms and conditions of Paragraph 72 of the 1954-56 AFTRA Code of Fair Practice for Network Television Broadcasting shall apply, and said Paragraph 72 shall remain in full force and effect with respect to such programs.

B. With respect to programs produced on and after March 1, 1956, the parties hereto hereby confirm the terms and provisions of said Clarification Agreement as follows:

Recordings: Producer shall have the right, within sixty (60) days of the original telecast, whether live or prerecorded, to supplement the network (as "network" is defined in Paragraph 71 of this Code) by means of recordings in any area where the program has not been previously broadcast, without additional payment to the performers. A program shall be deemed to be replayed if broadcast more than sixty (60) days after the original telecast, except as otherwise expressly permitted for syndication pursuant to subparagraph C. hereof. A program shall be deemed to be replayed if broadcast within said sixty (60) days in any area where the original telecast was shown.

Each additional broadcast in any area where the program has previously been broadcast shall be considered an additional replay. Compensation for replays shall be not less than the amounts set forth below:

(1) First and Second Network Replays (i.e., Replays Over a National Television Network Whether or Not in Prime Time):

   (a) For the first network replay, performer shall be paid seventy-five percent (75%) of the applicable basic minimum program fee plus the percentage set forth below of the performer's additional rehearsal and doubling fees for the program:

   programs originally telecast between 11/16/73 and 11/15/75: 10%
   programs originally telecast between 11/16/75 and 11/15/76: 12 1/2%
   programs originally telecast on or after 11/16/76: 20%

   (b) For the second network replay, performer shall be paid on the same basis as set forth under (a) above for the first network replay of such program.

(2) All Other Replays:

For all replays not covered in (1)(a) and (b) above, performer shall be paid the percentage set forth below of the applicable basic minimum program fee:

First replay 75%
Second replay 75%
Third replay 50%
Fourth replay 50%
Fifth replay 50%
Sixth replay 10%
Seventh and each additional replay 5% each

(3) Reality Based Programs:

With respect to programs with reality based formats utilizing reenactments, the producer may: (1) recombine previously telecast segments from programs in the same series; (2) create from such previously telecast segments either an edited-down program or a recombined and edited program of not less than thirty (30) minutes
duration; and/or (3) combine previously telecast segments with new segments for the same series.

Performers who appear in program segments which are replayed (whether as part of new, recombined, or edited-down programs, or in programs replayed as originally broadcast) shall be paid the following percentages of the applicable minimum program fee for the length of the program in which the segment appears, based upon the program fee in effect as of the date of such program's first telecast:

<table>
<thead>
<tr>
<th>Replay Type</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>First &amp; Second replay</td>
<td>50%</td>
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<tr>
<td>Third replay</td>
<td>40%</td>
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<tr>
<td>Fourth replay</td>
<td>30%</td>
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<tr>
<td>Fifth, Sixth &amp; Seventh replay</td>
<td>25%</td>
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<tr>
<td>Eighth, Ninth, Tenth &amp; Eleventh replay</td>
<td>15%</td>
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<tr>
<td>Twelfth &amp; Thirteenth replay</td>
<td>10%</td>
</tr>
<tr>
<td>Each subsequent replay</td>
<td>5%</td>
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</tbody>
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(4) "Applicable basic minimum program fee," as used in (1), (2) and (3) above, means the basic minimum commercial program fees (or the following percentages of the basic minimum sustaining program fees, in the case of a sustaining replay of a sustaining program) as contained in the AFTRA Code of Fair Practice for Network Television Broadcasting existing at the time of the performance.

Payment of replay fees (either the minimum fees set forth herein or the replay fees set forth in the performer's individual contract, whichever are higher) shall be made by the Producer to performers not later than thirty (30) days after any network broadcast or for any replay on FBC, the WB or UPN, or one hundred-twenty (120) days after any non-network broadcast, whichever is applicable.

Payment of the applicable fee for a replay shall entitle the Producer to telecast the program once in each area for each run.

Producer shall not be required to make payment of any replay fees to performers engaged to perform solely as walk-sons or background actors as defined herein.

The Producer may, subject to the consent of the performer at the time the original engagement is made, credit overscale payments in excess of twice the full AFTRA minimum fee including all extra payments for additional rehearsal and doubling, towards monies due the performer for replays of any recordings under the above schedule, except when a daytime serial program produced hereunder is replayed in network prime time, in which event such crediting shall be limited to the amount of overscale compensation in excess of $2,000.00 per program for a performer on a serial of one (1) hour or more, or $1,500.00 per program for a performer on a serial of less than one (1) hour.

In the case of contracts with performers which were executed prior to March 1, 1956, for services to be rendered after said date, the Producer shall be required to secure the performer's agreement, notwithstanding any contractual provisions to the contrary, concerning the fees to be paid for the replay of recordings, provided that no such agreement may be for less than the schedule of replay fees set forth above.

The schedule of replay fees set forth above is a schedule of minimum fees, and nothing herein shall be deemed:

(a) to prevent the performer from bargaining for better terms for the performer than those provided herein, or
(b) to change or modify contracts containing better replay terms for performers.

Producer agrees to furnish AFTRA with a production memorandum signed by an authorized agent of the Producer for each replay of a recording. The production memorandum shall give full and specific information sufficient to permit computation of proper replay fees for all performers concerned. Each production memorandum shall be filed with AFTRA within fifteen (15) days after the first broadcast constituting the first or any additional replay.

Upon the sale, transfer, assignment, license, lease, agreement to distribute or other disposition by Producer of its television rights in any recorded program produced by it under this Code entered into or renewed after ratification of this Agreement, Producer shall not be responsible to AFTRA or to any performers for any payments thereafter due with respect to replays, Supplemental Markets use, or foreign telecasting or for a breach or violation of this Code by such transferee (including distributor), if AFTRA approves the financial responsibility of such transferee in writing (which approval shall not be unreasonably withheld), and if Producer in its agreement with such transferee has included a provision substantially in the form of agreement set forth in the Transfer of Rights provisions of this Code, which are attached hereto as Exhibit B.

(5) Domestic Replay in a Foreign Language - Producer shall have the option of applying the payment provisions in subparagraphs (a), (b) and (c), below to the second and any subsequent broadcast in any domestic area of a network television program in a language other than English in lieu of the foregoing provisions of subparagraph 73.B. governing domestic replays in which such broadcasts shall not be treated as domestic replays:

(a) The Producer will pay for the benefit of the performers on such a program two percent (2%) of the "Distributor's gross receipts" (as defined in Exhibit D) from such broadcast(s) of such program in a language other than English, provided, however, the scale payment due each performer shall not exceed one and one-half percent (1½%) per performer and the scale payment due each off-camera announcer shall not exceed one-half percent (½%) per announcer. Health and Retirement contribution shall be paid in addition to such payments.

(b) This two percent (2%) payment shall be for the benefit of all performers on the program, except for background actors. The two percent (2%) payment shall be distributed pro rata to the performers on the basis of a two-to-one ratio for principal performers against other performers. In the event any performer has individually negotiated with the Producer an individual payment formula for such distribution, his pro rata share shall be credited against the payment provided for in his individual contract. Distribution of the pro rata payments shall be made either directly to the performers by the Producer or to AFTRA for distribution to the performers as the parties may mutually determine. Additionally, a contribution based upon a percentage of the fees payable under this subparagraph shall be made to the AFTRA Health and Retirement Funds. The applicable percentage shall be the same as the percentage of gross compensation payable to the AFTRA Health and Retirement Funds under the AFTRA Code under which the program was produced.

(c) If any agreement for broadcasts in a language other than English includes more than one (1) program, or includes both rights to
telecast in a language other than English and other rights, the Producer shall make a reasonable allocation for the purpose of determining payments due hereunder.

Unless the dubbing is performed outside of the United States, the foregoing option shall only apply if the persons performing the dubbing are paid a rate not less than the applicable minimum session fee in the AFTRA Spanish International Network 1985-1988 Spanish Language Agreement for Television Commercials. The persons who perform the dubbing shall not be entitled to any other payment for use of the program.

(6) Release to Public Television - When a television program produced under this Code is released for broadcast on public broadcasting station(s), Producer shall have the option of applying the replay provisions of this Paragraph 73.B. or of paying the performers who are entitled to payments for replays, either:

(a) the first replay fee, which payment shall entitle the Producer to the initial releases provided in the National AFTRA Public Television Agreement, but not the extended broadcast releases provided in that Agreement, or

(b) the applicable program rate under the National AFTRA Public Television Agreement which rate shall entitle the Producer to the initial uses provided therein. Further uses shall be subject to the applicable payment provisions of such Agreement.

No use paid for under options (a) or (b) above shall be considered a domestic replay under this Code.

C. Syndicated Programs shall be governed by all the terms, conditions and provisions of Paragraphs 72 and 73 of this Code, except as otherwise expressly provided in this subparagraph C. to wit:

(1) A recorded program which is not broadcast as a network program but has been pre-recorded for syndication on local stations may be played on local non-interconnected stations provided that payment in advance for pre-recording such program shall be made to each performer at not less than the rates, terms and conditions provided in this Code for a network broadcast. Such advance payment shall cover the first play on not more than one (1) local station in each area. All subsequent replays shall be paid for at the rates and under the conditions provided in subparagraph B. of this Paragraph 73.

(2) With respect to a recorded program which is originally broadcast as a network program, whether live or pre-recorded, such program shall not be deemed to be a replay when first broadcast on local non-interconnected stations in any area where the original telecast was not shown, and only in such areas, provided that such first broadcast occurs within three (3) years after the end of the sixty (60) day period (permitted to supplement the network) after the date of the original telecast. All other plays shall be deemed to be replays, and such replays and all subsequent replays shall be paid for at the rates under the conditions provided in subparagraph B. of this Paragraph 73.

D. The provisions of this Paragraph shall apply to recordings described in Paragraph 72 and to recordings as defined in Paragraph 68 (Standard Terms and Conditions, Paragraph 4) of this Code as follows:
(1) Producer shall have the right to utilize, without additional compensation, excerpts from programs, whether produced under this or any previous AFTRA TV Network Code:

(a) For promotional purposes as provided in Paragraph 88.

(b) Where news excerpts from news programs are utilized in other news programs in accordance with the conditions set forth in Paragraph 75.C. Furthermore, AFTRA will not claim a breach of this or any previous AFTRA Code if Producer without payment of additional compensation uses an excerpt of no more than two (2) minutes in length from any program in a news program or, in a basic news context in a public affairs type program.

(c) As flashbacks (brief scenes from one episode in a series used as part of a story in another episode in a series) provided that a performer in the flashback who is not otherwise engaged to perform services on the program in which the flashback is utilized shall be entitled to one-hundred percent (100%) of the applicable minimum program fee, or if not under contract at the time of such broadcast, one-hundred percent (100%) of his performance fee for the episode used in the flashback.

(d) Where excerpts from different programs are utilized in any program devoted to annual television awards produced under this or any other AFTRA Code, without compensation to the star performers, provided that consent from the star performer is obtained (which consent may be obtained in the performer's individual contract) and further provided that performers other than star performers appearing in such excerpt(s) shall be paid an amount equal to the first replay fee based on the minimum program fee of the program from which the excerpt(s) is taken; however, where excerpts from programs are utilized on the annual Emmy Awards (daytime or nighttime), such excerpts may be utilized without compensation to or consent from the performer(s). Further, where excerpt(s) from programs featuring a portion of a current nominated performance, or in connection with a lifetime achievement award or the like, are utilized in the Grammy Awards, Academy Awards, or Tony Awards, such excerpt(s) may be utilized without compensation to the performer(s), provided that in both cases consent from the star performer(s) is obtained (which consent may be obtained in the performer's individual contract).

(e) Where the performance of a star performer(s) is utilized in an excerpt which contains no non-star performers, provided that consent from the star performer is specifically obtained at the time of such contemplated use, it being understood that consent may not be obtained by a general clause in the performer's individual contract prior to such contemplated use. This right is limited to programs where the excerpts run not more than ten (10%) of the program time or, in the case of anniversary shows or personality retrospectives, fifty percent (50%) of the program time.

(f) When used for purposes of recapping the story to date in the context of a serial, multi-part program, episodic series, unit series or anthology; provided, however, that if such recap shall exceed ninety (90) seconds in length when used on a program less than sixty (60) minutes in total length, or exceed one hundred-eighty (180) seconds in length when used on a program of sixty (60) minutes or more in total length, Producer shall pay the performers appearing in the excerpts used in the recap in accordance with subparagraph (2) below. When used in a recap in a serial, an
excerpt can be used only once under the provisions of this subparagraph (1)(i) and any subsequent use of such excerpt in a serial shall require payment in accordance with subparagraph (1)(c) above. A recap consists of brief scenes from past episodes in a series or multi-part program used at the beginning of an episode to bring the story up-to-date.

(2) For any use of excerpts, after February 28, 1995, from an entertainment program that is not provided for in subparagraph (1) above, Producer shall pay the performers appearing in such excerpts as follows:

(a) If the excerpt(s) is used in a program other than a local program, Producer shall pay to each performer appearing in three (3) minutes or less of such excerpt(s) from a given program the minimum program fee of the program from which the excerpt(s) is taken or the minimum program fee of the program in which the excerpt(s) is used, whichever is higher. If such excerpt(s) is longer than three (3) minutes, Producer shall negotiate the payment for such use with each performer appearing in such excerpt(s) with a minimum payment of the minimum program fee of the program in which the excerpt(s) is used. For subsequent broadcasts of the program in which the excerpt(s) is used, the performer shall receive replay fee(s) based on the minimum program fee paid for the use of the excerpt(s). None of the above payments may be credited against the performer's overscale compensation or individual guarantee. Only excerpts from a single episode are aggregated to measure whether the excerpt(s) is longer than three (3) minutes for purposes of determining whether the Producer is required to negotiate the payment for such use with the performer(s) appearing in the excerpt(s).

(b) If the excerpt(s) is used on a local program, Producer shall pay each performer appearing in such excerpt(s) fifty percent (50%) of the payments provided in subparagraph (2)(a) above.

(3) Use of excerpts in accordance with this Paragraph 73.D. shall not be deemed replays of the program(s) from which the excerpt(s) is taken.

(4) Nothing herein shall require additional payment to a performer in an excerpt(s), if such performer is otherwise engaged to perform services on the program in which the excerpt is utilized.

(5) The provisions of this Paragraph 73.D. shall apply to compilation programs.

(6) No compensation shall be payable pursuant to this Paragraph 73.D. to a background actor.

(7) The production company which actually produces the program containing excerpts requiring payment shall be obligated to make such payment, but if such Producer is not a signatory to this Code, Producer shall remain liable for payments due hereunder.

(8) (a) In the event that more than seventy-five percent (75%) of a program (except a program produced for pay television or video discs/video cassettes, which is covered by Paragraph 73.D.(10)), consists of excerpts, all performers appearing in the excerpts shall be paid not less than two (2) times the minimum program fee of the program from which the excerpt(s) is taken or two (2) times the minimum program fee of the program in which the excerpt(s) is used, whichever is higher, based upon the performers' original performance category. No excerpts from a program may be used
under this subparagraph (8), except as set forth below in the second paragraph of this paragraph (8)(a), without the consent of the performers appearing in the excerpts, which consent must be obtained at the time of contemplated use hereunder unless the performer has given prior written consent specifically referring to this subparagraph (8). However, if the Producer has made a bona fide attempt to locate the performer and is unable to find the performer, the Producer shall notify AFTRA, and if AFTRA is unable to find the performer within a reasonable time, the Producer may use such excerpt(s) without consent. In the event a performer(s) and the Producer negotiate for such excerpt use and performer(s) refuses to grant consent for the use of such excerpt(s), Producer may appeal the reasonableness of such refusal to a committee established by AFTRA's National Board of Directors, and both Producer and performer shall be bound by the determination of such Committee. None of the above payments may be credited against the performer's overscale compensation or individual guarantee.

Notwithstanding the foregoing, no consent is required for the use of excerpts from episodes of a single series (including a daytime serial) in a program, which consists of seventy-five percent (75%) or more excerpts, produced for telecast as: i) a regular or special episode or retrospective program of that series, or ii) a retrospective program related to a series that is no longer on the air, provided that consent shall be required of specialty acts in variety program excerpts.

(b) If the excerpts are used on a local program, the Producer shall pay each performer appearing in such excerpts fifty percent (50%) of the payments provided in subparagraph (8)(a) above.

(c) As an alternative to obtaining consent as permitted in subparagraph (a) above, the Producer may use the following procedure to obtain the consent of any performer whose appearance is incidental to the compilation program and to the excerpt(s) in which he or she appears:

(i) The Producer will send a written consent request by certified mail, return receipt requested, or other means whereby delivery to the performer can be verified, to the performer’s last known address on file with the local AFTRA office, or to an address known to the Producer to be more recent. A postage pre-paid, addressed envelope will be enclosed for the performer's response. The Producer will make a good faith effort to send a copy of this consent request to a known agent of the performer, but failure to do so shall not affect the validity of this request.

(ii) The consent request shall include the following notice to the performer:

"If you fail to respond to this request within fifteen (15) business days of its delivery, the Producer will be deemed to have obtained your consent to use the excerpts for the compilation program(s), as described in the request."

(iii) If neither the performer nor an agent acting on behalf of the performer responds within fifteen (15) business days of the request's delivery, the Producer will be deemed to have obtained the performer's consent to use the excerpts for the compilation program(s) as described in the request.

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Nothing herein shall affect Producer's right to replay an edited-down program, where editing is required by program time exigencies, provided that all performers who appear in the original program shall be paid their applicable replay fee.

If an excerpt from a program produced for free television under this or any previous Network Television Code is used in a program produced for pay television, video discs/video cassettes or basic cable, the provisions of this subparagraph 73.D. shall apply.

(a) In the event more than seventy-five percent (75%) of such a program produced for pay television consists of excerpts, Producer shall pay each performer, irrespective of the number of excerpts in which he/she appears, a single payment of twice the highest minimum program fee applicable to his/her performance in any program from which an excerpt is being taken or two (2) times the minimum program fee of the program in which the excerpt(s) is used were it produced for free television, whichever is higher. In the event such compilation program is produced solely for video disc/video cassette release, Producer shall pay each performer a single payment of the highest minimum program fee applicable to his/her performance in any program from which an excerpt is being taken, or the minimum program fee of the program in which the excerpt(s) is used were it produced for free television, whichever is higher. Such initial payment shall entitle the Producer to the use set forth in Paragraph 2.B. of Exhibit E of this Code. Additional compensation shall be paid pursuant to the provisions of Paragraphs 3, 5 and 7 of Exhibit E of this Code. None of the above payments may be credited against the performer's overscale compensation or individual guarantee.

No excerpts from a program may be used under this subparagraph (10) without the current consent of the performers appearing in the excerpts unless the performer has given prior written consent specifically referring to subparagraph 8 in the 1985-1988 Network TV Code or subparagraph 10 in a subsequent Network TV Code, or combination thereof. Where the Producer has been unable to locate the performer in order to obtain his/her consent, AFTRA agrees to assist the Producer in locating the performer.

(b) Additional Option for Serials:

As an additional option, serial producers may release compilation programs to the videocassette market with the payment of $150.00 per performer per videocassette compilation program, as an advance against future Supplemental Market payments, if any, as provided in Exhibit D; i.e., 4.5% for the first $1,000,000.00 of distributor's gross and 5.4% thereafter. Under such option the producer is prohibited from obtaining the performer's consent at the time of initial employment and must do so at the time of contemplated use. For this Paragraph (10)(b) only, a performer may consent to the incorporation of one (1) or more excerpts into one (1) or more videocassette compilation programs at any time other than during initial employment or subsequent contract negotiations provided the material to be used as an excerpt(s) was produced and broadcast prior to the date of consent and provided that the consent agreement shall specify the time period over which such performances were made, the name of the program(s) from which the excerpt(s) are taken, and the number of videocassette compilation programs to be produced. Further, such consent agreement must specifically set forth the above-referenced payment of $150.00 per videocassette compilation program and
that such payment is an advance against future Supplemental Market payments, if any, as provided in Exhibit D. None of the above payments may be credited against the performer's overscale compensation or individual guarantee.

If AFTRA believes the industry has abused the practices of free distribution of cassettes for promotional purposes the issue may be referred to the Joint Committee.

(c) (i) If the Producer has made a *bona fide* attempt to locate the performer and is unable to do so, the Producer must notify AFTRA, and if AFTRA is unable to locate the performer within a reasonable time, the Producer may use such excerpts without consent.

(ii) In the event a performer and the Producer negotiate for the use of an excerpt and the performer refuses to grant consent for the use of such excerpt, the Producer may appeal the reasonableness of such refusal to a committee established by AFTRA's National Board of Directors, and both the Producer and performer shall be bound by the determination of the Committee.

(iii) As an alternative to obtaining consent as permitted in subparagraphs (10)(a) and (b) above, the Producer may use the following procedure to obtain the consent of any performer whose appearance is incidental to the compilation program and to the excerpt(s) in which he or she appears:

A. The Producer will send a written consent request by certified mail, return receipt requested, or other means whereby delivery to the performer can be verified, to the performer's last known address on file with the local AFTRA office, or to an address known to the Producer to be more recent. A postage pre-paid, addressed envelope will be enclosed for the performer's response. The Producer will make a good faith effort to send a copy of this consent request to a known agent of the performer, but failure to do so shall not affect the validity of this request.

B. The consent request shall include the following notice to the performer:

If you fail to respond to this request within fifteen (15) business days of its delivery, the Producer will be deemed to have obtained your consent to use the excerpts for the compilation program(s), as described in the request.

C. If neither the performer nor an agent acting on behalf of the performer responds within fifteen (15) business days of the request's delivery, the Producer will be deemed to have obtained the performer's consent to use the excerpts for the compilation program(s) as described in the request.

(iv) Payment for use of the excerpts described herein shall be made in accordance with the applicable provisions set forth in subparagraph (10)(a) and (b) above.
(v) Excerpts of not more than an aggregate of one (1) minute in length from a single compilation videocassette may be used to promote the sale of that videocassette without additional compensation, provided that where multiple videocassettes are being promoted together, each excerpt used is from at least one of the videocassettes being promoted for sale, and provided further that the promotional announcement may not exceed three (3) minutes in length.

E. The provisions of subparagraph B. of this Paragraph 73 shall not apply to recordings of commercial inserts, cut-ins, hitch-hikes and cow-catchers, or other services covered by Paragraph 4 of this Code, and the following shall apply:

When a performer is engaged pursuant to this Code, whether the performance is actually done "live" or is pre-recorded from an audition or rehearsal or in any other manner (so long as the artist's engagement is for a "live" performance), payment for commercials (announcements, cut-ins, hitch-hikes, cow-catchers, or otherwise) shall be made pursuant to the provisions of Paragraphs 2, 4, 26, 27 and 46 of this Code, as applicable. When such "live" announcement is replayed as part of the program in which it was originally included payment shall be: (1) for performers and chorus singers and dancers paid pursuant to Paragraph 46.G. and H. for the original "live" performance - the applicable payment provided in Paragraph 46.G. and H. will be made for the commercial announcement services in addition to the payment pursuant to subparagraph B. of this Paragraph 73 for replay of the program; (2) for performers, including announcers, in performances other than in (1) above - the full applicable payment made for the commercial announcement services, or the program rate if originally paid, but in no event more than the full applicable program rate pursuant to Paragraph 2 or Paragraph 4, as applicable.

In the event such "live" announcement is replayed as a separate announcement, or as part of a program other than that in which it was originally included, payment shall be made pursuant to the provisions of the AFTRA Television Recorded Commercials Contract.

In no event shall the provisions of the AFTRA Television Recorded Commercials Contract be construed as applicable to any announcement referred to in this paragraph unless the individual contract of the performer contains a specific provision so authorizing the additional broadcast use of his services in the announcement and a copy of such contract shall be filed and approved by AFTRA prior to any use under the said Recorded Commercials Contract.

Approval by AFTRA shall be presumed unless notice to the contrary is given to Producer within forty-eight (48) hours after receipt of the contract by AFTRA.

F. International Television:

(1) Producer recognizes the jurisdiction of AFTRA over the programs, broadcasts and persons set forth in subparagraphs (a), (b), and (c) below to the extent provided therein.

(a) Subparagraph (2) below shall be applicable to network programs as set forth in Paragraphs 70, 71 and 72 of this Code, which employ talent covered by this Code, when such programs are broadcast on any station located in the "foreign areas" herein described in subparagraph (2)(b) below if one (1) or more of the conditions set forth in (i), (ii) or (iii) below are met:

(i) The foreign broadcast by satellite, cable or other means now or hereafter developed is simultaneous with a broadcast in the United States, its territories or possessions,
or Canada, or the affiliates named in Paragraph 71 (hereinafter referred to as the "domestic area");

(iii) The program is broadcast in the domestic area and the recording is delivered to, and broadcast in, the "foreign area;"

(b) This subparagraph (1)(b) shall be applicable to programs produced in the United States but not broadcast in the domestic area, by signatories to this Code for telecast in the "foreign areas" if such programs meet all the conditions for coverage under Paragraph 70 or 72 of this Code other than the requirement of being a network program as defined in Paragraph 71. This subparagraph (1)(b) is intended to be applicable to such programs if (i) the foreign broadcast takes place simultaneously with the live production in the United States, (ii) the foreign broadcast takes place after recording in the United States but simultaneously with the transmission from the United States to a "foreign area," or (iii) the foreign broadcast takes place subsequent to live production in the United States and the program is recorded either in the domestic area or a "foreign area" for foreign broadcast. Persons performing services of the type covered by Paragraph 75 of this Code in programs covered by this subparagraph (1)(b) shall receive a minimum of seventy-five percent (75%) of the otherwise applicable minimum network program fees which shall cover all broadcasts and replays in the "foreign area." If such program is subsequently broadcast as a network television program in the domestic area, each such person shall be paid the same fees for domestic and foreign broadcast as would have been applicable if the program had been covered originally by subparagraph (1)(a) above, and Producer may credit towards such payment the amount paid to such person pursuant to this subparagraph (1)(b).

(c) This subparagraph (1)(c) shall be applicable to persons covered by Paragraph 75 of this Code who are engaged in the United States by a signatory to the Code and are sent from the United States to a "foreign area" to perform services for a program covered by Paragraph 70 of this Code which is intended for broadcast as a network television program in the domestic area. Such persons shall be covered by the rates and conditions of this Code, including the rates set forth in subparagraph (2) hereof, if such program is also broadcast in any of the "foreign areas." AFTRA agrees to give waivers in proper cases upon application by the Producer with respect to working conditions on such programs.

(2) (a) This subparagraph (2) shall be applicable to:

(i) programs as set forth in subparagraph (1)(a) above;

(ii) talent covered by the Code who appear in the broadcast of a network program as described in (i) above who receive compensation for the original telecast in the United States at the full AFTRA minimum fee, or in excess of the full AFTRA minimum fee up to, but not over, 1) twice the full AFTRA minimum fee including all payments for additional rehearsal and doubling in the case of news, sports or public affairs programs, or 2) $1,600.00 for a thirty (30) minute
serial program, or 3) $2,000.00 for a sixty (60) minute serial program, or 4) 2.68 times the applicable minimum program fee in effect on November 16, 1982 for all entertainment programs other than as set forth in 2) and 3) above;

(iii) talent covered by the Code who appear in the broadcast of a network program as described in (i) above who receive compensation for the original telecast in the United States in excess of 1) twice the full AFTRA minimum fee including all payments for additional rehearsal and doubling in the case of news, sports or public affairs programs, or 2) $1,600.00 for a thirty (30) minute serial program, or 3) $2,000.00 for a sixty (60) minute serial program, or 4) 2.68 times the applicable minimum program fee in effect on November 16, 1982 for all entertainment programs other than set forth in 2) and 3) above;

(iv) Producer shall not be required to make payment of any additional fees for broadcasts in "foreign areas" to performers engaged to perform solely as background actors as defined herein.

(b) The "foreign areas" involved in this Paragraph 73.F. are:

(i) "The British Isles and Cyprus" (hereinafter referred to as Area 1).

(ii) "Europe" (hereinafter referred to as Area 2).

(iii) "Africa" (hereinafter referred to as Area 3).

(iv) "Asia and Australia" (hereinafter referred to as Area 4).

(v) "The Americas" (hereinafter referred to as Area 5).

For the Purposes of this Paragraph 73.F.:

Area 1 includes: England, Scotland, Wales, Ireland and the Island of Cyprus.

Area 2 includes: All European countries including Iceland, but excluding those countries in Area 1.

Area 3 includes: The entire continent of Africa and adjacent islands including the Island of Madagascar.

Area 4 includes: The continents of Asia and Australia, New Zealand, Japan, the East Indies and all the islands in the Pacific and Indian Oceans (except those adjacent to the continents of Africa, North America and South America).

Area 5 includes: Central America, Mexico, South America, Greenland, the Caribbean Islands and all other islands adjacent to the American continents.

(c) Producer shall have the right to license, authorize, permit, or cause network programs (as described in subparagraph (a)(i) above) to be broadcast by each station located in each of the "foreign areas,"
subject to the following payments to the talent described in subparagraph (a)(ii) and (iii) above:

(i) 1. for broadcasts by one (1) or more stations in Area 1, twenty-five percent (25%) of the basic minimum appropriate program fee contained in the Code;

(ii) for serial programs only, sold on or after March 12, 1993, for broadcast by one (1) or more stations in Area 1, ten percent (10%) of the basic minimum appropriate program fee contained in the Code;

(iii) for broadcasts by one (1) or more stations in Area 2, ten percent (10%) of the basic minimum appropriate program fee contained in the Code;

(iv) for broadcasts by one (1) or more stations in Area 3, five percent (5%) of the basic minimum appropriate program fee contained in the Code;

(v) for broadcasts by one (1) or more stations in Area 4, five percent (5%) of the basic minimum appropriate program fee contained in the Code;

(vi) upon payment of fifty percent (50%) (thirty-five percent (35%) for serial programs only sold on or after March 12, 1993) of the basic minimum appropriate program fee contained in the Code, Producer shall have the right to broadcast network programs in accordance with the provisions of this Paragraph 73.F in all of the "foreign areas."

(vii) for dramatic programs, other than daytime serials, after performer has received the percentage of the basic minimum appropriate program fee for any Area(s) as provided in (i) through (vi) above, performers in the aggregate shall be paid three and six-tenths percent (3.6%) of the Distributor's Foreign Gross in excess of:

1. $365,000 in Distributor's Foreign Gross for one-half (½) hour programs;

2. $730,000 in Distributor's Foreign Gross for one (1) hour programs;

3. $1,860,000 in Distributor's Foreign Gross for programs more than one (1) hour in length but not more than two (2) hours in length;

4. $3,120,000 in Distributor's Foreign Gross for programs more than two (2) hours in length but not more than three (3) hours in length;

5. $4,170,000 in Distributor's Foreign Gross for programs more than three (3) hours in length but not more than four (4) hours length;
6. $5,210,000 in Distributor's Foreign Gross for programs more than four (4) hours in length but not more than five (5) hours in length;

7. $6,250,000 in Distributor's Foreign Gross for programs more than five (5) hours in length but not more than six (6) hours in length; and

8. for programs in excess of six (6) hours, the above applicable thresholds will increase proportionately.

(viii) for any non-dramatic program or daytime serial program, after performer has received the percentage of the basic minimum appropriate program fee for any Area(s) as provided in (i) through (vi) above, all performers in the aggregate shall be paid three and six-tenths percent (3.6%) of the Distributor's Foreign Gross in excess of:

1. $182,500 in Distributor's Foreign Gross for one-half (½) hour programs;

2. $365,000 in Distributor's Foreign Gross for one (1) hour programs;

3. $930,000 in Distributor's Foreign Gross for programs more than one (1) hour in length but not more than two (2) hours in length;

4. $1,560,000 in Distributor's Foreign Gross for programs more than two (2) hours in length but not more than three (3) hours in length;

5. $2,083,000 in Distributor's Foreign Gross for programs more than three (3) hours in length but not more than four (4) hours in length;

6. $2,605,000 in Distributor's Foreign Gross for programs more than four (4) hours in length but not more than five (5) hours in length;

7. $3,125,000 in Distributor's Foreign Gross for programs more than five (5) hours in length but not more than six (6) hours in length; and

8. for programs in excess of six (6) hours, the above applicable thresholds will increase proportionately.

(ix) payment of an amount equal to thirty-five percent (35%) of the basic minimum appropriate program fee (including any payments for foreign basic cable and/or any foreign area payments in (i) - (vi) above) constitutes payment for foreign basic cable; provided, however, that foreign basic cable receipts shall apply to "Distributor's Foreign Gross" for purposes of reaching the thresholds in and determining the amount the performers shall be paid pursuant to subparagraphs 1. through 8. of (vii) and (viii) above. Notwithstanding the foregoing, both parties reserve their respective positions regarding the payment of foreign cable residuals under the Area formula under Codes prior to the effective date of the 2001 Code.
provided that Producer shall have given written notice to AFTRA of such election prior to the first broadcast in any "foreign area," and further provided that such election by Producer shall be irrevocable as to that program or series of programs after receipt by AFTRA of such notice as an alternative to the method of payment pursuant to the provisions of this subparagraph 73.F.(2)(c)(i) through (ix) above, Producer may elect to make payments for foreign use of a particular program or programs in accordance with Section 18(c) of Exhibit A. However, in lieu of Section 18(c)(4) of Exhibit A, the following provisions shall apply:

1. For dramatic programs, other than daytime serials, after performer has received a total of thirty-five percent (35%) of the basic minimum appropriate program fee, all performers in the aggregate shall be paid three and six-tenths percent (3.6%) of the Distributor’s Foreign Gross in excess of the amounts set forth in Subparagraphs 73.F(2)(c)(vii)1. through 8. above.

2. For any non-dramatic or daytime serial program, after performer has received a total of thirty-five percent (35%) of the applicable minimum program fee, all performers in the aggregate shall be paid three and six-tenths percent (3.6%) of the Distributor’s Foreign Gross in excess of the amounts set forth in Subparagraphs 73.F(2)(c)(viii)1. through 8. above.

3. In order to preserve the status quo in Section 18 of Exhibit A and Paragraph 73.F. of the AFTRA Code, payment of the thirty-five percent (35%) of applicable minimum under the foreign telecasting formula continues to constitute payment for foreign basic cable; provided, however, that foreign basic cable receipts shall apply to "Distributor’s Foreign Gross" for purposes of reaching the thresholds in and determining the amount the performers shall be paid pursuant to subparagraphs 1. through 8. in (vii) and (viii) above.

(xii) For programs that are originally exhibited in more than one (1) part, the applicable threshold levels referred to in subparagraph 1. through 8. of (vii) and (viii) above shall be applied to each part of the program as originally exhibited, irrespective of the manner in which the program is exhibited on foreign television.

(xiii) The performers shall receive such additional monies, as provided in (vii), (viii), (x), and (xii) above, pursuant to the payment provisions of Exhibit D, Section 5 of the AFTRA National Code of Fair Practice for Network Television Broadcasting, except that payment and reporting shall be due every six (6) months or at such other time as may be agreed upon in writing by the parties.

(d) Producer’s right under subparagraph 73F.(2)(c) shall be subject to the securing of such specific right in writing from the talent described in subparagraph 73F.(2)(a)(ii) above, and notifying AFTRA promptly thereof. AFTRA agrees that it will not influence such talent to obtain additional payments for such right, but
nothing herein contained shall be deemed to prohibit such talent from negotiations for additional compensation for such right. Nothing herein contained shall be deemed to prohibit Producer and such talent from agreement to apply overscale payments in excess of 1) twice the full AFTRA minimum fee including all payments for additional rehearsal and doubling in the case of news, sports or public affairs programs, or 2) $1,600.00 for a thirty (30) minute serial program, or 3) $2,000.00 for a sixty (60) minute serial, or 4) 2.68 times the applicable minimum program fee in effect on November 16, 1982 for all entertainment programs other than set forth in 2) and 3), above as compensation for such right. Provided that for serial programs produced after February 28, 1995, Producer shall not have the right to credit foreign residual payments against performer's overscale compensation.

(e) Applicable payments shall be made only upon actual broadcast of a network program by a station or stations located in a "foreign area," and shall be made within ninety (90) days following such broadcast. Producer agrees to furnish AFTRA immediately after the execution of this Code with a current list of network programs played in each of the "foreign areas" and on what stations, and to furnish further reports to the same effect every ninety (90) days.

(f) AFTRA agrees that it will not enter into any agreement with any signatory to the AFTRA Code (in good standing) using Producer's facilities which would invalidate the operation of this Agreement.

(g) Producer agrees that for all recordings (as described in Paragraph (a)(i) above) of shows broadcast in the "foreign areas," from June 18, 1957 until September 1, 1958, payments will be paid to each performer described in Paragraph (a)(ii) above on the same basis as provided in Article 73(f) B.3 of the 1960-63 National Code of Fair Practice for Network Television Broadcasting, provided such performer executes an appropriate release approved by AFTRA.

(h) Payments made hereunder shall be subject to the additional payments required by Paragraph 102 and Paragraph 102.A. of the Code.

(i) Producer agrees that it will not for the purpose of evading any of its obligations under this Paragraph 73 F. sublet or transfer responsibility hereunder to any third person, firm or corporation. In the event that any person, firm or corporation licensed, authorized or permitted by Producer to broadcast network programs on any stations in the "foreign areas" engages in any conduct which contravenes any provisions of this Paragraph 73 F., Producer agrees to assume responsibility therefor and, further, to take prompt action, including legal measures, if necessary, to prevent such conduct by any such person, firm or corporation, and to keep AFTRA fully apprised of all steps it has undertaken.

(j) Producer agrees for the purposes of this Paragraph 73 F. only that the stations located in the "foreign areas" are not affiliates of the network regardless of any agreement between the network and said stations, and further that for the purposes of this Paragraph 73 F. only network programs broadcast on said stations do not supplement the network within the meaning of the Code.

(k) Any dubbing with respect to any of the recordings of network programs covered by this Paragraph 73 F. which is done in the United States shall be within AFTRA's jurisdiction, and shall be paid for at the applicable Code rates.
(l) It is the intent of the descriptions of Areas 1 to 5 in this Paragraph 73.F. to include the entire world, except as specified below, and where an area is not explicitly covered by the descriptions of Areas 1 to 5 it shall be considered a part of the most appropriate Area. Anything to the contrary in this Paragraph 73.F. notwithstanding, the foreign areas (Areas 1 to 5) do not include the countries, territories, possessions and affiliated stations referred to in Paragraph 71 of this Code.

G. In no event shall program openings or closings, or lead-ins or lead-outs, be broadcast except as an integral part of the program in which the original "live" performance was rendered.

H. It is agreed that Producer may (1) use or authorize others to use recordings of programs for direct projection exhibition in film festivals and competitions, and/or (2) authorize the Armed Forces, clubs or religious, educational or charitable organizations (as distinguished from the general public) to use a recording of a public affairs program for direct projection purposes within one (1) year from the date of broadcast of the program or term of this Code, whichever is greater. The rights granted in (1) and (2) above shall obtain so long as Producer does not derive profit from such uses and so long as such recordings are not, except with the prior consent of AFTRA, used for direct projection exhibition in any theatre, auditorium or other place if a separate admission fee is charged for such exhibition.

74. CLOSED CIRCUIT PROGRAMS

A. When a closed circuit program is produced in New York, Chicago, Los Angeles, or Washington, D.C. and is shown in one (1) of the aforesaid cities and in one (1) or more other cities, or is not shown in one (1) such city but is shown in two (2) or more other cities, each person who performs therein as talent (within the coverage of Paragraph 75) shall be paid the applicable network sustaining rates. Producer shall make payments to the AFTRA Health and Retirement Funds in accordance with Paragraph 102 and Paragraph 102.A. of this Code with respect to such performers on such closed circuit programs and, except as otherwise specifically provided in this Paragraph 74, all terms and conditions of employment (including rehearsal provisions) in this Code which are applicable to the production of network television programs shall apply to such closed circuit programs.

B. Excluded from this Paragraph 74 are (i) star performers who appear in a closed circuit program which includes promotion of a program or program series in which they are or will be starred, and (ii) executives of the producer or coproducer of the program or executives of the sponsor of the program.

C. The provisions of Paragraph 73 of this Code shall apply to closed circuit programs hereunder, except that supplemental closed circuit use in an area where the program has not previously been shown, for which no additional payment is required, shall be limited to a period within thirty (30) days after the original closed circuit showing. In no event shall a closed circuit program be deemed a syndicated program for any purpose.

D. Producer may release or exhibit a closed circuit program hereunder for direct projection purposes before non-paying audiences, upon payment of additional compensation to the performers involved in the amount of forty percent (40%) of the applicable closed circuit minimum for each year of direct projection use commencing with the first such use.

E. When a closed circuit program is produced in New York, Chicago, Los Angeles, or Washington, D.C., and is shown in such producing city only, or is not shown in such city but is shown in only one (1) other city, an appropriate rate, less than the