

ARTICLE 1.

SECTION A. DEFINITION OF TERMS

When used in this Agreement, unless the context otherwise requires:

1. The term "*Guild*" means the Directors Guild of America, Inc.
2. The term "*Company*" means any signatory to this Agreement and any corporation(s), firm(s) or individual(s) which shall be successor to such company or companies, whether by operation of law or otherwise, and may be referred to as "*Employer*."
3. The term "*Director*" means anyone employed by the Company who directs any element, audio or video, of a "*television program*" (as hereinafter defined in Section A. of Article 2), or segment thereof, or audition thereof, or directs any closed circuit as specified in Paragraph 6. of this Article 1.A., or directs any commercial, and same may be referred to herein as "*Employee*."
4. The term "*Associate Director*" means anyone employed by the Company who performs the duties set forth in Section B. of Article 2 hereof in connection with television programs as defined in Paragraph 6. hereof, or in connection with any closed circuit specified in Paragraph 6. hereof, or in connection with any commercial, and same may be referred to herein as "*Employee*."
5. The term "*Stage Manager*" means anyone employed by the Company who performs the duties set forth in Section C. of Article 2 hereof, or in connection with any closed circuit specified in Paragraph 6. hereof, or in connection with any commercial, and same may be referred to herein as "*Employee*."
6. The terms "*television program*," "*program*," "*show*" or "*commercial*," as used in this Agreement (hereinafter collectively referred to as "*programs*"), shall include, in addition to programs simultaneously originated for broadcast for a live performance, each of the following:
 - (a) Programs produced or recorded by means of any electronic audio or video equipment (including, but not limited to, a combination electronic and motion picture or "slave" camera), used either in connection with live broadcasting or in

connection with electronic video recording, whether by means of disc, wire, tape, kinescope, audio tape recorders, video tape recorders, wire recorders, disc recorders or any other live or recording apparatus now known or hereafter developed.

- (b) Recorded sequences, including film, made by Company for insertion in the programs covered above. If the aggregate of such film sequences exceeds twenty-five percent (25%) of the total length of a dramatic program, or fifty percent (50%) of the total length of any other type of program, the Assistant Director rates of the Basic Film Agreement shall apply with respect to the persons assisting the Director of such film sequences, which persons may be Associate Director(s) or Stage Manager(s).
 - (c) All closed circuits, including those transmitted to paying audiences.
 - (d) All non-broadcast presentations such as educational, medical, governmental, industrial, sales or instructional programs, which require duties covered by this Agreement. (Rates to be negotiated.)
7. *"Simulcast"* means the broadcast of a single performance of a program for radio and television, whether or not the radio and television broadcasts are made at the same time, and regardless of whether or not the program is subsequently edited for time, commercials or otherwise.
8. *"Custom commercial"* means any commercial which is produced for use only in connection with a single television program and is directed by the Director of the television program. In connection with a program series, the precise program in such series on which such commercial is to be used need not have been determined prior to production of the commercial, but in order to be classified as a custom commercial hereunder, the program must have been directed by the Director who directs the commercial.
9. *"Non-custom commercial"* means any commercial other than a custom commercial, regardless of type, including commercials made for use as spot announcements, or for use in connection with more than one series of television programs, or in connection with more than one

program in a particular series, as well as any custom commercials reused in whole or part except in connection with the same program.

10. A *"promo"* or *"promotional program"* shall be considered as a commercial as defined above.
11. *"Person"* includes any individual, firm or corporation.
12. *"Distant location"* for a Director, Associate Director or Stage Manager means and is defined as a remote on which such Director, Associate Director or Stage Manager, as the case may be, is required by Employer to remain away from home and be lodged overnight.
13. *"Studio day"* or *"week"* means and is defined as employment in the studio or remotes other than distant locations.
14. The term *"basic cable,"* as distinguished from pay television or free television, refers to that type of exhibition which is commonly understood in the industry today to be basic cable exhibition.
15. The term *"network,"* as used in this Agreement, means ABC, CBS and NBC and, effective July 1, 2004, Fox Broadcasting Company ("FBC"), or any other entity which qualifies as a "network" under Section 73.662(f) of the rules of the Federal Communications Commission, unless the FCC determines that such entity is not a "network" for purposes of such Section.

SECTION B. SCOPE

1. The provisions of this Agreement shall apply only to work on programs based in the United States and performed in the United States (including its territories and dependencies) and Canada; provided, however, that the provisions of this Agreement shall also apply to work performed by any Director, Associate Director or Stage Manager employed by the Employer in the United States to direct, or to be an Associate Director or Stage Manager on, a program based outside the United States (including its territories and dependencies). If the Director is so employed in the United States and sent by Employer from the United States outside the United States, as defined, for directing a television program or segment thereof (other than segments excluded under Section B.4.(b)(ii) hereof or analogous to

second unit photography) produced by Employer, then an Associate Director shall also be sent. However, no such Associate Director need be sent to any foreign production when an applicable foreign labor restriction, quota or law prohibits such an assignment or when such assignment would result in the loss of a foreign production subsidy. The Employer shall give the Guild prompt written notice when an Associate Director cannot be taken due to any of the foregoing conditions.

2. Notwithstanding the foregoing, if the Employee whose services are utilized is a permanent resident of the United States but is temporarily resident abroad and the negotiations are carried out in the United States by the Employee's attorney, agent or other representative (including the Guild) in the United States, such agreement for the services of the Employee shall be within the scope and coverage of this Agreement. The foregoing test of coverage shall be met as long as the representative, agent or attorney of the Director is in the United States when the agreement is negotiated even if it is negotiated by telephone, mailed or cabled with a representative of the Employer who is not within the United States during all or any part of said negotiation. Any Employee who is transported from the United States for purposes of employment outside the United States is also covered by this Agreement.

3. Motion Picture Film

- (a) By execution of this Agreement, the parties shall be deemed to have concurrently executed the applicable Directors Guild of America, Inc. Basic Agreement establishing the minimum terms and conditions for the production of motion picture film, which Basic Agreement, except as modified by this Freelance Agreement, shall be in full force and effect between the parties with respect to all motion picture film produced by the Company, except film inserts for use in television programs to the extent permitted herein.
- (b) In the event the Company transfers a taped program to film for theatrical release, the provisions of the applicable Directors Guild of America, Inc. Basic Agreement relating to Director's compensation and residuals shall apply, and the Director shall be entitled to the compensation and residuals that he or she

would have been entitled to had the program been originally produced on film.

4. Staffing

- (a) The Company shall employ a Director for each program and commercial it produces.
- (b) (i) Unless the services of an Associate Director (“AD”) and Stage Manager (“SM”) are provided for the Company under a Guild Agreement as part of an arrangement for facilities and services, or except as limited by Article 9, Section B.3. hereof, the Company shall employ at least one AD and at least one SM on each program it produces. Additional ADs and SMs shall be employed as required.

If an AD and SM are not sent to a remote under the arrangement for facilities and services, the Company shall assign an AD and SM to the remote unless such assignment is not required elsewhere in this Agreement.

- (ii) The foregoing shall not apply to audio pre-recording nor to the following itemized procedures when such procedures are simple, one-camera, unswitched procedures on which the AD or SM functions can be reasonably performed by the Director thereof without assistance:

- Talent Tests
- Pick-Up Shots
- Titles
- Run-Bys
- Establishing Shots
- Promos

Notwithstanding the provisions of Article 1, Section B.4.(b)(i), a combination Associate Director/Stage Manager may be assigned to perform such Associate Director and Stage Manager duties as are required to be performed on simple, one-camera, unswitched wraparounds and simple, one-camera, unswitched "talking head" shots. Such combination Associate Director/

Stage Manager shall be compensated at one hundred forty percent (140%) of the applicable Associate Director rate.

On programs on which an AD and SM are assigned, the Company will assign, to simple, one-camera, unswitched segments thereof, such ADs and SMs as are necessary to perform the AD and SM duties to be performed on such segment. On such segments on which either, but not both, the AD or SM duties which are to be performed are extremely minimal, the Guild will consider a request made by the Company to have such duties performed on that segment by a combination AD/SM. On such segments on which no AD or SM duties are performed whatsoever, no AD or SM, respectively, need be assigned. Notwithstanding the foregoing provisions of this subparagraph (ii), if, on any such procedures, the AD or SM functions are to be performed by anyone other than the Director, then an AD and/or SM, as the case may be, shall be assigned in accordance with the terms of this Agreement.