

**MEMORANDUM OF AGREEMENT FOR
DIRECTORS GUILD OF AMERICA – ASSOCIATION OF
INDEPENDENT COMMERCIAL PRODUCERS
NATIONAL AGREEMENT OF 2020**

This Memorandum of Agreement is entered into between the Directors Guild of America, Inc. (“DGA”) and the Association of Independent Commercial Producers, Inc. (“AICP”) on behalf of those production companies that have authorized it to negotiate and execute this Memorandum of Agreement on its behalf. Each such production company is hereinafter referred to as the “Employer” or “Producer.”

The terms of the National Commercial Agreement of 2017 (including all side letters) shall be incorporated in the Directors Guild of America – Association of Independent Commercial Producers National Agreement of 2020 (“Agreement” or “NCA”) except as modified below and subject to conforming changes. The terms of this Memorandum of Agreement shall prevail over any inconsistent provision in the 2017 NCA. The language in this Memorandum is not in contract language, except when so designated or when the context clearly indicates otherwise.

This Memorandum of Agreement shall require approval by the Directors Guild of America’s National Board of Directors and shall be effective as of December 1, 2020.

1. Term

The term of the 2020 NCA shall be from December 1, 2020 through and including November 30, 2021.

Article 10 (“Duration of Agreement”) shall be modified to read as follows:

“Section 10-100 DURATION OF AGREEMENT

(A) This Agreement shall be effective as of December 1, 2020 and shall be terminated at midnight on November 30, 2021, unless sooner terminated as herein provided. The parties agree that sixty (60) days prior to November 30, 2021, they shall in good faith negotiate with respect to a new agreement to take place upon termination hereof.”

(B) AICP Member production companies who are parties to the 2017 NCA and who have as of January 1, 2020 submitted written authorizations to AICP shall be party signatories to the 2020 NCA. AICP production companies who are not party signatories to the 2017 NCA, and new AICP production companies members, after the effective date of the 2020

NCA may become party signatories to the 2020 NCA at anytime during the term thereof by filing signatory documents with the AICP.”

2. COVID-19 Safety

The AICP, DGA, IATSE, Teamsters Locals 399 and 817 “Covid-19 Commercial Production Safety and Testing Protocol Agreement” attached hereto as Exhibit “A”, which, for the avoidance of doubt, is governed by its stated term.

3. Pension and Health

Amend Article 3-101 to increase the rate upon which contributions are made to the Pension Plan by 1.0% (thereby increasing the Employer contribution rate to 8%) effective January 1, 2021.

4. The parties agree to meet to discuss funding and structural issues related to the Commercial AD training program (6-100 et seq.), the CQA (6-303) and the CDDP (7-108(C)) no later than the expiration of this agreement.

5. Without prejudice to the position of either the AICP or the Guild over the matter of remote directing: As consequence of the Covid-19 Pandemic, the Guild will continue, in good faith, to consider and will not unreasonably deny requests (without prejudice to the AICP position that a request is not contractually required) by Employers to have the Director and/or First Assistant Director perform his/her duties under the NCA remotely where the Employer cites a reasonable Covid-19 safety concern. All such requests must be in writing to the DGA (e.g., e-mail) no later than three business days prior to the first day of principal photography. All pending grievances relating to remote directing, or potential grievances that have not been asserted by the Guild prior to the date of this Memorandum, are hereby withdrawn with prejudice and settled.

For the Directors Guild of America, Inc.

For the Association of Independent
Commercial Producers, Inc.



Neil Dudich
Eastern Executive Director

Matt Miller
President and CEO

Date: November 30, 2020