

**Memorandum of Agreement between National Public Television Producers and the American Federation of Musicians of the United States and Canada for a Successor National Public Television Agreement**

At the culmination of the recent round of collective bargaining between the undersigned producers (collectively the “Employer,” “Company,” or “Producer”), and the American Federation of Musicians of the United States and Canada (the “AFM,” “Federation,” or “Union”), the parties agreed upon a successor National Public Television Agreement (the “Agreement”), as set forth below, which shall become effective upon ratification by the Union membership.

Except as specifically set forth below and all necessary conforming changes, all terms and conditions of employment set forth in the National Public Television Agreement effective June 1, 2016 through May 31, 2019 shall remain in full force and effect throughout the period of the successor Agreement.

1. Term

Three years from the date of ratification.

2. Minimum Wages

As of the date of ratification, all rates shall increase to the rates shown below. Those rates shall increase by 3% in the second year of the Agreement (*i.e.*, the anniversary of the date of ratification), and the second-year rates shall increase by 3% in the third year of the Agreement, as shown below.

Exhibit A, Section I(A)(1) (Single National Release):

<b>TABLE 1</b>			
<b>INITIAL DATE</b>	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
<b>Air Time Without Rehearsal</b>			
<i>One ½ hour program</i>	\$143.09	\$147.38	\$151.80
One hour program	\$184.45	\$189.99	\$195.69
One and ½ hour program	\$276.58	\$284.87	\$293.42
Programs in excess of 1-1/2 hour for each 15 minutes of such excess	\$46.12	\$47.50	\$48.92
<b>Rehearsals</b>			
Each 15 minutes or fraction thereof	\$14.17	\$14.59	\$15.03
Minimum call on any day, not less than	\$143.09	\$147.38	\$151.80
Leaders, Single Performers and Contractors	<i>Double Instrumentalists' Rate</i>		
Makeup and Costuming	\$67.10	\$69.11	\$71.19

Exhibit A, Section I(A)(2) (Four National Releases Over Three Years):

<b>TABLE 2</b>			
<b>INITIAL DATE</b>	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
<b>Air Time Without Rehearsal</b>			
One ½ hour program	\$190.36	\$196.07	\$201.95
One hour program	\$245.92	\$253.29	\$260.89
One and ½ hour program	\$368.80	\$379.86	\$391.26
Each 15 minutes in excess of one and ½ hours	\$61.50	\$63.34	\$65.24
<b>Rehearsals</b>			
Each 15 minutes or fraction thereof	\$18.72	\$19.28	\$19.86
Minimum call on any day, not less than	\$190.36	\$196.07	\$201.95
Leaders, Single Performers & Contractors	Double Instrumentalists' Rate		
Makeup and Costuming	\$89.01	\$91.68	\$94.43

Exhibit A, Section I(C) (Theme Music):

<b>INITIAL DATE</b>	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
Basic three hour recording session	\$384.35	\$395.88	\$407.76
Each quarter hour thereafter	\$32.03	\$ 32.99	\$ 33.98

Exhibit A, Section I(P)(1a) (Pre-recordings and Phonograph Records (Ballet Only)):

<b>INITIAL DATE</b>	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
Payment for each day used	\$234.85	\$241.89	\$249.15

Exhibit A, Section I(U) (Radio Simulcasts):

<b>INITIAL DATE</b>	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
Additional payment	\$83.48	\$85.99	\$88.57

Exhibit C, Section (B)(2) (Time Rates for Orchestrators):

6/1/16	6/1/17	6/1/18
\$51.75	\$53.31	\$54.91

Exhibit C, Section (B)(3) (Page Rates for Orchestrators):

<b>Exhibit C (B)(3) Page Rates for Orchestrators</b>	6/1/16	6/1/17	6/1/18
(a)(1) incomplete material furnished	\$34.56	\$35.60	\$36.66
(a)(2) complete material furnished	\$17.37	\$17.89	\$18.42
(b) additional single lines in excess of 10	\$1.37	\$1.41	\$1.46
(c) adding parts, per score page & instrument	\$1.87	\$1.92	\$1.98
(d) adding piano parts, per score page	\$3.57	\$3.68	\$3.79
(f) taking down a lead from voice	\$37.45	\$38.58	\$39.74
(g) piano part, per score page	\$34.56	\$35.60	\$36.66
(h) full piano part etc.	\$63.93	\$65.84	\$67.82
(i) scoring page for choral voices, per page	\$15.10	\$15.55	\$16.02

Exhibit C, Section (C)(2)(time rates for copyists):

6/1/16	6/1/17	6/1/18
\$30.61	\$31.53	\$32.47

Exhibit C, Section (C)(3) (Page Rates for Copying)

	6/1/16	6/1/17	6/1/18
<b>INSTRUMENTAL PARTS:</b>	B & W	B & W	B & W
1. a. Single stave parts (single notation)	\$ 5.66	\$ 5.83	\$ 6.00
b. Single stave parts-chorded	\$11.07	\$11.40	\$11.74
2. a. Double stave parts-chorded (piano, harp, organ, celeste, etc.)	\$11.07	\$11.40	\$11.74
b. + vocal cue	\$13.98	\$14.39	\$14.83

3. a. Rhythm piano parts (chord symbols + bass line)	\$ 9.20	\$ 9.48	\$ 9.76
b. + vocal cue	\$11.85	\$12.20	\$12.57
4. Piano-vocal (3 staves with lyrics) (Piano cued & Lyric rate)	\$16.56	\$17.05	\$17.56
5. Lead sheet (melody + chord symbols + lyric one set)	\$27.54	\$28.37	\$29.22

<b>VOCAL PARTS:</b>	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
6. a. Single voice line + lyrics	\$11.07	\$11.40	\$11.74
b. Foreign language lyrics - extra per page	\$ 2.45	\$ 2.53	\$ 2.60
7. a. Choir parts with lyrics (1 set)	\$23.80	\$24.52	\$25.25
b. Foreign language lyrics - extra per page	\$ 4.01	\$ 4.13	\$ 4.25

<b>CONDUCTOR PARTS:</b>	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
8. a. Conductor, piano-conductor production, control, etc. (Two staves only)	\$31.04	\$31.97	\$32.93
b. Foreign language lyrics, extra page	\$55.88	\$57.56	\$59.28
c. Conductor's lead sheet (single stave) no words or lyrics	\$22.15	\$22.82	\$23.50

<b>ADDING LYRICS OR WORDS</b> (per set, per page)	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
9. a. Single stave parts	\$ 2.64	\$ 2.71	\$ 2.80
b. Multiple stave parts	\$ 2.64	\$ 2.71	\$ 2.80
c. Foreign language	Double Above Rates		

10. NUMBERING BARS (per page)	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
B & W	\$ 1.26	\$ 1.30	\$ 1.34
Repro	\$ 2.53	\$ 2.60	\$ 2.68
11. CHORD SYMBOLS (when added, per page)	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
a. Single stave parts B & W	\$ 2.64	\$ 2.71	\$ 2.80
Repro	\$ 5.27	\$ 5.43	\$ 5.59
b. Multiple stave parts B & W	\$ 1.36	\$ 1.40	\$ 1.44
Repro	\$ 2.72	\$ 2.80	\$ 2.89
12. Any part for solo performance	+50%		

13. Special routines	+50%		
14. Symphony rate	+50%		
15. Transposition	+50%		
16. Master copy for reproduction (all parts not listed)	Double part price		
17. Time Work	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
a. From 9:00 am to 6:00 pm (Straight time)	\$30.61	\$31.53	\$32.47
b. From 6:00 pm to 9:00 am (time and 1/2)	\$45.30	\$46.65	\$48.05
c. Sundays and holidays	\$60.81	\$62.64	\$64.52

18. Adding symbols (other than chord symbols) for Electronic Instruments or Devices	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
a. Single stave parts	\$ 2.64	\$ 2.71	\$ 2.80
b. Multiple stave parts	\$ 1.54	\$ 1.59	\$ 1.64

Exhibit C, Section (C)(3)(h) (Proofreading)

<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
\$44.11	\$45.43	\$46.79

Exhibit C, Section (D) (Playing Librarians, per hour, minimum two hours)

<b>6/1/17</b>	<b>6/1/18</b>	<b>6/1/19</b>
\$48.54	\$49.99	\$51.49

Exhibit C, Section (D) (Non-playing Librarians)

Non-playing librarians shall receive for their services as librarians a minimum for 2 hours service or less	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
	\$158.68	\$163.44	\$168.35
Overtime, above the minimum two hour call, shall be paid for at rate per hour or fraction thereof	\$53.00	\$54.59	\$56.22
Non-playing librarians required to work on day other than day of broadcast, per hour	\$53.00	\$54.59	\$56.22

Exhibit C, Section (E)(6)(a)(Guaranteed minimum for orchestrator out of town work)

	6/1/16	6/1/17	6/1/18
Minimum Wage per day	\$273.45	\$281.65	\$290.10
Expenses	\$152.03	\$156.59	\$161.29

Exhibit C, Section (E)(6)(a)(Guaranteed minimum for copyist out of town work)

	6/1/16	6/1/17	6/1/18
Minimum Wage per day	\$256.25	\$263.94	\$271.86
Expenses	\$152.03	\$156.59	\$161.29

3. Cartage

Exhibit A, Section I(K) shall be modified as follows:

The producer shall pay to the musician for actual cartage, at the following rates, only for those instruments listed below which the producer orders to be brought to the recording session, except that if the designated instrument is delivered by a Public Carrier, the producer shall pay the submitted bill of such carrier:

Harp, Harpsichord, ~~and~~ Timpani, String Bass and Tuba -- \$30.00 \$50.00

~~String Bass, Tuba,~~ Drums, Vibraphone, Electric Guitar, Amplifiers,  
Baritone Saxophone, Bass Saxophone, Cello, Contra Bass  
Clarinet and Contra Bassoon - ~~\$9.00 each~~ \$30.00 each

4. Health and Welfare

Exhibit A, Section I(S) shall be modified as follows:

The Employer will contribute the following amounts on behalf of each musician to the lawful Health and Welfare Fund established by a Federation Local:

	12/11/02	12/11/03	12/11/04	6/1/16
Contribution per day	\$17.00	\$18.00	\$19.00	<u>\$25.00</u>
Maximum contribution per week	<del>\$85.00</del>	<del>\$90.00</del>	<del>\$95.00</del>	<u>\$125.00</u>

For arrangers, orchestrators and copyists, the Employer will contribute the following amounts for each show on which such arranger, orchestrator or copyist is engaged, with

the provision that the weekly maximum stated below shall apply for an Arranger, orchestrator, or copyist engaged to render services on five (5) or more shows per week:

	12/11/02	12/11/03	12/11/04	6/1/16
Contribution per day	\$17.00	\$18.00	\$19.00	<u>\$25.00</u>
Maximum contribution per week	\$85.00	\$90.00	\$95.00	<u>\$125.00</u>

With respect to any such service performed within the jurisdiction of a Federation Local where no Fund is established, the Employer shall pay said sum to each musician. With respect to Symphony, Opera or Ballet orchestras whose members are provided health and welfare benefits under the Master Contract, the aforesaid payments shall be made to the AFM-EP Fund on behalf of each musician.

5. Pension

Exhibit B shall be amended to reflect that the pension contribution rate shall increase from 10% to 11%. The 11% pension contribution rate shall be inclusive of contributions required under the Rehabilitation Plan of the American Federation of Musicians and Employers' Pension Fund as of December 18, 2014 (“Rehabilitation Plan”), and shall not be reduced if additional contributions are no longer required under the Rehabilitation Plan.

6. Promos

Exhibit A, Section I(E) shall be modified as follows:

No further payment is required for use of an excerpt of up to ~~two~~ five (5) minutes out of any program of up to ninety (90) minutes, and ten (10) minutes of any program over ninety (90) minutes, for promotional purposes, provided that such excerpt does not contain a complete production number and is not used in what is generally understood to be a third party commercial announcement.

7. Fundraising Clips

Exhibit A, Section I(F) shall be modified as follows:

May be utilized provided same does not exceed ~~two~~ five (5) minutes out of any program of up to ninety (90) minutes, and ten (10) minutes of any program over ninety (90) minutes, and no full production numbers - in the production of “fund raising” promos, without the payment of additional compensation.

8. “Making Of” Programs

Exhibit A, Section I shall be modified to add a new Section I(Z) as follows:

The Employer may use up to twelve (12) minutes in aggregate of excerpts that contain soundtrack from any program covered under this or any prior AFM National Public Television Agreement in any single ‘making of’ program, regardless of the length of that ‘making of’ program, in all media, without the payment of additional compensation, provided that no single excerpt is longer than five (5) minutes and provided further that such ‘making of’ programs shall be limited to programs that are promotional in nature.

9. Pledge Programs

Exhibit A, Section I(A)(2) shall be modified as follows:

With respect to programming aired for pledge purposes, the Producer may elect a release pattern of eight (8) releases over twenty (25) months, in lieu of the four (4) releases over three (3) years (or five (5) years for documentary programs). Musicians should be advised of Producer’s election of this alternative release pattern at the time of initial employment and the release pattern selected shall be indicated in the Memo Box on the B-8 report forms. If this pledge release pattern is elected, a ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) release over twenty-five (25) months may be obtained at any time within the twenty-five (25) month cycle for the payment of 25% of the wages set forth in Table 2, and in addition, extended broadcast rights may be acquired in groups of eight (8) releases over twenty-five (25) months or four (4) releases over three (3) years (five (5) years for documentary programs) upon payment of the fee provided in Section III (A).

10. Pledge Programs Reuse

A new provision shall be added to Exhibit A, Section III(A) providing as follows:

Following the expiration of the Initial Broadcast Cycle of any program aired for pledge purposes under I(A)(2) above, unlimited broadcast and exhibition use of the program may be continued in the United States and Canada as follows:

For each subsequent broadcast cycle of eight releases over twenty-five (25) months, payment as a percentage of the compensation paid under Table 2 of I(A) above shall be paid pursuant to the following schedule:

<u>BROADCAST CYCLE</u>	<u>% OF COMPENSATION</u>
<u>Second</u>	<u>50%</u>
<u>Third</u>	<u>40%</u>
<u>Fourth</u>	<u>35%</u>
<u>Fifth and subsequent</u>	<u>25%</u>



## 11. Supplemental Markets

Exhibit A, Section I(V) shall be modified to add the following new provisions Exhibit A, Section I(V)(4), (5), (6) and (7):

### (4) Optional Cassette Formula

The following formula, rather than the formula of Section I(V)(3)(a) and (b) above, may be elected by the Producer for any program or series produced under this Agreement or any prior National Public Television Agreement not already released in videocassette/disc supplemental market distribution. Under this formula, the Musicians shall receive an aggregate payment(s) equal to two percent (2%) of Distributor's gross receipts as defined in subparagraphs (a) and (b) below. Payments shall be made on a twice per calendar year basis, at which time the Federation shall be provided with reports (identifying the programs, the total amount of money owing for each program and the Musicians whose services were used in connection with the videocassette/disc release). The Employer shall be responsible for all payroll costs.

For purposes of calculating Supplemental Markets fees due under this Section I(V)(4) arising from the distribution of programs on "cassettes," as defined above, the term "Distributor's gross" is defined as follows:

(a) If the Producer is the Distributor or the Distributor is owned by or affiliated with the Producer, the "Distributor's gross" derived from the distribution of such program by "cassettes" shall be twenty percent (20%) of the worldwide wholesale receipts derived by the Distributor. In such cases, if the Distributor is also the retailer, a reasonable allocation of the retail gross receipts shall be made as between the Distributor as distributor and the Distributor as retailer, and twenty percent (20%) of the former only shall be deemed to be "Distributor's gross."

(b) If the Producer is not the Distributor and is not owned by or affiliated with the Distributor, the "Distributor's gross" shall be one hundred percent (100%) of the fees received by the Producer from licensing the right to distribute such program by cassette.

### (5) Optional Basic Cable and "In-Flight" Formula

The following formula rather than the formula of Section I(V)(3)(a) and (b) above may be elected by the Producer for release in domestic or foreign basic cable and/or "In-Flight" for any program or series produced under this Agreement or any prior National Public Television Agreement. Under this formula the musicians shall receive an aggregate payment(s) equal to two percent (2%) of Distributor's gross receipts as defined in this Agreement. Payments shall be made on a twice per calendar year basis, at which time the Federation shall be provided with reports (identifying the programs, the total amount of money owing for each program and the Musicians whose services were used in connection with the release). The Employer shall be responsible for all payroll costs.

(6) Optional Pay TV Formula

The following formula rather than the formula of Paragraphs Section I(V)(3)(a) and (b) above may be elected by the Producer for release in domestic or foreign pay type CATV and/or Pay Television of any program produced under this Agreement or any prior National Public Television Agreement. Under this formula, the musicians shall receive an aggregate payments(s) equal to two percent (2%) of Distributors' gross receipts as defined in this Agreement. Payments shall be made on a twice per calendar year basis, at which time the Federation shall be provided with reports (identifying the programs, the total amount of money owing for each program and the Musicians whose services were used in connection with the release). The Employer shall be responsible for all payroll costs.

(7) Donor Screening, Film Festival, One-Night Only Theater Event

Where a Producer (or co-producer) hires musicians to perform work covered by this Agreement in the production of a television program under this Agreement, the Employer may use the program, on either a pre- or post-public television broadcast basis, for donor or private station screenings, and/or for exhibition at one film festival, and/or for use in a one-night only theatre event for the payment of two percent (2%) of Distributor's gross receipts. Payments shall be made on a twice per calendar year basis along with accompanying reports (identifying the programs, the total amount of money owing for each program and the Musicians whose services were used in connection with the program). The Producer shall be responsible for all payroll costs. This provision does not apply to television programs produced from Broadway or Lincoln Center performances.

12. Supplemental Markets Definitions

Exhibit A, Section I(V)(2)(a) and (b) shall be modified as follows:

(2) Definition of Supplemental Markets

The term "Supplemental Markets" as used in this agreement, means only the exhibition of television programs by means of cassettes, pay-type CATV, or Pay Television as those terms are hereafter defined in this paragraph and the exhibition of television programs on any commercial carrier such as commercial airlines, trains, ships and buses (referred to herein as "In-Flight"). It shall also include television programs originally produced in English and dubbed in non-English languages for free TV exhibition under the circumstances described in par. (d), below.

(a) Cassettes:

For the purpose of this agreement, a cassette is any audiovisual device, including, without limitation, cassette, cartridge, phonogram or other similar audio-visual device now known or hereafter devised, containing a television program (recorded on film, disc, tapes or other material) and designed for replay ~~on a home type television screen~~. The

sale or rental of cassettes for replay ~~on a home-type television screen~~ in the home, or in other closed circuit use such as hotel rooms, constitutes the “Supplemental Market” for the purposes of this agreement. The foregoing definition does not include the exhibition of a television program by cassette over a public broadcast station.

(b) Pay-Television:

Exhibition of television programs ~~on home-type television screens~~ by means of telecast, cable, closed circuit, the Internet or other means where substantially all systems to which the program is licensed meet the following tests:

- (i) a separate channel is provided for which the subscriber pays a separate fee (which fee is a major charge relative to other charges made to the subscriber) for that channel;
- and/or
- (ii) the subscriber pays for the program or programs selected (except that a motion picture or motion pictures selected for which only a token charge is made shall not be considered pay television);
- and/or
- (iii) the subscriber pays a fee for an encoded telecast, which fee is a major charge relative to other fees paid for encoded telecasts.

The foregoing tests cover those types of services and systems which exist in the industry today and are commonly understood in the industry to be pay television services or systems.

### 13. Symphony, Opera and Ballet Programs

Delete Symphony, Opera and Ballet exclusions from the following sections in the Agreement:

- a) Exhibit A, Section I(A), Internet Streaming (page 7)
- b) Exhibit A, Section I(V)(vi), Supplemental Markets (page 17)
- c) Exhibit A, Section I(W), Direct Broadcast Satellite (DBS) (page 18)

### 14. Live Television Shows

Exhibit A, Section I shall be modified to add a new provision as follows:

(a) Where an Employer (or co-producer) hires musicians to perform work covered by this Agreement in the production of a television program under this Agreement, and no tickets are sold or other condition of admission is required, the musicians shall receive the compensation required under this Agreement for the production of the television show and no other payments shall be required by the Federation or any of its locals;

(b) Where an Employer (or co-producer) hires musicians to perform work covered by this Agreement in the production of a television program under this Agreement, and tickets are sold or other condition of admission is required, the musicians shall receive the compensation required under this Agreement for the production of the television show (including rehearsal pay where applicable), and they shall also receive compensation for the live performance (but not rehearsals required by the Employer or co-producer) at the rate set by Local regulation or agreement; and

(c) Where an entity other than an Employer under this Agreement hires musicians for a live performance, and an Employer (or co-producer) also produces a television program of that live performance under this Agreement, the Employer shall only pay the musicians the compensation required under this Agreement for the production of the television show. This shall in no way impact or modify the obligations, if any, of the entity employing the musicians for the live performance to compensate the musicians pursuant to any agreements or obligations of that entity (including obligations under Local regulations), whether or not tickets are sold or any other condition of admission is required.

## 15. New Media

Exhibit A, Section I(A)(2)(A) shall be modified as follows:

### (A) ~~Internet Streaming~~ New Media

~~1. In addition to the foregoing, employer shall also have the right to use a p~~Programs or any portion thereof may be made available on the Internet, mobile devices (such as cell phones or PDAs), and any other new media platform known or similar in nature to those known as of the date of ratification (hereinafter collectively referred to as "New Media"). ~~on the Employer's website and on PBS and related websites and on line services for no additional payments during the season(s) when such programs are being exhibited on public television in accordance with the terms of this agreement so long as such websites and/or on line services do not assess a charge to the consumer for the downloading of such programs. Notwithstanding the foregoing, commercial underwriters of a program may only use clips of two (2) minutes or less from such programs on their websites and such use must be directed at promoting the Underwriter's public image as opposed to directly advertising the Underwriter's product. Clips of two (2) minutes or less may also be used on other web sites where such use is limited to news or educational purposes and no payment is made for such use, provided that the clip does not contain a complete production number. If a charge to the consumer for downloading of such programs is assessed, Employer shall notify the AFM and the parties shall negotiate a provision concerning the treatment of such charge.~~

## 2. If the Consumer Pays

### a. License for Limited Period or Fixed Number of Exhibitions

When the subscriber pays for the program or any portion thereof on a subscription or per program basis, and when the payment is in exchange for the right to view the program or any portion thereof for a fixed and limited period of time or a fixed number of exhibitions, and for ringtones for which the consumer pays, the Employer shall pay one percent (1%) of “Distributor’s gross,” as defined in Paragraph 4 below. Payments shall be made on a twice per calendar year basis, at which time the Federation shall be provided with reports (identifying the programs, the total amount of money owing for each program and the Musicians whose services were used in connection with the release). The Employer shall be responsible for all payroll costs.

### b. Paid Permanent Downloads (“Downloads-to-Own” or “Electronic Sell Through”)(“EST”)

The following shall apply only to programs produced after the date of ratification:

If the consumer pays for an EST copy of a program or any portion thereof, the Employer shall pay 1% of the 20% of “Distributor’s gross,” as that term is defined in Paragraph 4 below, for the first 100,000 units and 1.9% of 20% thereafter. Payments shall be made on a twice per calendar year basis, at which time the Federation shall be provided with reports (identifying the programs, the total amount of money owing for each program and the Musicians whose services were used in connection with the release). The Employer shall be responsible for all payroll costs.

## 3. All Other New Media Uses

Except as set forth in paragraph 2 above, there shall be no payment for New Media uses, including advertiser supported streaming, use on underwriter websites, or other free-to-consumer use of programs or any portion thereof. Further, it is expressly understood that no payments are required for programs or any portion thereof provided via New Media as a benefit to public television station members.

## 4. “Distributor’s Gross” definition

The term “Distributor’s Gross,” for purposes of all uses in New Media of television programs made for traditional media, shall be as defined in Exhibit A.I, Section V(3)(b)(ii).

## 5. Made for New Media

The AFM shall have jurisdiction under this National Public Television Agreement over the employment of musicians who are engaged to perform on programs produced for initial exhibition in New Media. The Employer may, at its sole and exclusive

option, elect on a case by case basis to cover material produced for initial exhibition in New Media. Such coverage, if elected, shall require the Employer to make pension contributions (at the same percentage as set forth in Exhibit B) based upon the compensation negotiated between the Employer and the musician, and health contributions as set forth in Exhibit A.I, Section S. No other terms of the National Public Television Agreement shall apply.

In the event that a New Media Program is exhibited in traditional media, the applicable terms contained in the National Public Television Agreement governing use in such media shall apply; provided, however, that if a New Media Program is exhibited on public television, the compensation paid to a musician providing services in connection with such program shall be an amount equal to the difference, if any, between the amount paid to such musician for services rendered in connection with the New Media Program and the minimum applicable compensation under the National Public Television Agreement that would have been payable had such program been produced initially for Public Television.

At AFM's request, the Employer shall provide reporting on covered New Media Programs.

The Producers acknowledge that if the Internet should become the primary medium for exhibition of programming covered by this Agreement (i.e., a majority of viewers view such programming over the Internet instead of through broadcast television), programming produced directly for Internet for such national PBS distribution shall be subject to the terms of this Agreement. Prior to any such application, the Federation will give notice to the Producers of its contention that the Internet has become the primary medium. Should the Producers dispute this contention, the issue shall be subject to arbitration under the rules of the American Arbitration Association applicable to labor arbitrations.

~~Symphony, Opera and Ballet programs are specifically excluded from this provision.~~

## 16. Clip Use

Exhibit A shall be modified to include the following understandings regarding clip use:

1. The clip rates set forth in this provision shall be paid:
  - (a) when a clip from a program produced pursuant to the National Public Television Agreement is licensed into another program produced pursuant to the National Public Television Agreement;
  - (b) When a clip from a program produced pursuant to the National Public Television Agreement is licensed into a program produced pursuant to another AFM agreement, unless that agreement provides a rate for such clip use, in which case the rate required by that agreement applies;

(c) When a clip from a program produced pursuant to another AFM Agreement is licensed into a program produced pursuant to the National Public Television Agreement, except that if a clip from a program produced pursuant to the Basic Theatrical Film or Basic Television Film Agreement is licensed into a program produced pursuant to the National Public Television Agreement, the clip rates established by those agreements shall continue to apply.

2. Payment of the clip rates entitles the Producer to 6 national releases over 5 years (or 6 national releases over 7 years for documentaries), or to 8 national releases over 25 months for pledge shows.

3. When a reuse payment or Supplemental Market Fee is owed pursuant to this Agreement with respect to a program that consists of or contains clips, the following shall apply to the musicians, orchestrators, copyists, librarians and proofreaders who were entitled to clip payments:

(a) The reuse payment per person shall be 100% of the clip use payment, except that when an Employer is entitled to additional broadcast cycles (or a 9<sup>th</sup> and 10<sup>th</sup> release) of a pledge program for a different percentage of the compensation paid under Table 2 of Exhibit A.I.(A), the reuse payment shall be calculated as the appropriate percentage times the clip use payment;

(b) When the Base Amounts Per Person set forth in Exhibit A.I.V.3.a.i. are used to compute the Supplemental Market Fee, the base amount for the computation of the Supplemental Market fee shall be the clip use amount to which each person was entitled;

(c) When the Supplemental Market Fee is based on an optional formula requiring the payment of a percentage of Distributor's gross to be shared among all musicians, the individuals who were entitled to clip use payments shall be included among the individuals who share the Supplemental Market Fee.

4. Pension, doubles, leader and contractor fees must be paid on the clip use payments.

5. Arrangers and orchestrators shall receive clip payments at the same rate as the leader or contractor. Copyists, proofreaders and librarians shall receive clip payments at the same rate as side musicians.

6. Clips are paid as follows:

<u>0:20 or less</u>	<u>\$51 per side musician</u>
<u>0:21 – 0:30</u>	<u>\$63.75 per side musician</u>
<u>0:31 – 0:60</u>	<u>\$85 per side musician</u>
<u>0:61 – 2:00</u>	<u>\$127.50 per side musician</u>
<u>2:01 – entire number</u>	<u>85% of show rate</u>

6. If there are more than 20 musicians on a single clip, a 10% discount on the above rates applies.

7. In calculating the appropriate clip payment, the amount of music a particular musician plays on across clips from a single program are aggregated (e.g., if a musician plays on 0:10 on one clip from a program and 0:15 from a second clip from the same program, a single payment of \$63.75 is due).

8. If within four (4) weeks of the Producer informing the AFM of the desire to use a particular clip, there is no documentation available, either from the AFM, the Producer, or the Pension Fund, indicating the number of musicians playing on a clip, the AFM and the Producer shall agree upon the appropriate number of musician payments due for said clip, and the musicians on a clip cannot be identified, then the payments due hereunder shall go to a fund of the AFM's choosing.

9. In the case of a program produced prior to 1974 where no B Form is available and the musicians on a clip cannot be identified, then the payments due hereunder shall go to a fund of the AFM's choosing.

AGREED:

WTTW

AMERICAN FEDERATION OF MUSICIANS  
OF THE UNITED STATES AND CANADA

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WGBH

By: \_\_\_\_\_

Date: \_\_\_\_\_

WETA

By: \_\_\_\_\_

Date: \_\_\_\_\_



THIRTEEN PRODUCTIONS

By: \_\_\_\_\_

Date: \_\_\_\_\_

AUSTIN CITY LIMITS

By: \_\_\_\_\_

Date: \_\_\_\_\_

SESAME WORKSHOP

By: \_\_\_\_\_

Date: \_\_\_\_\_