



## Tiered-Budget Independent Interactive Media Agreement FAQs

### **What is the Tiered-Budget Independent Interactive Media Agreement (Tiered-Budget I-IMA)? How is it different from the SAG-AFTRA Interactive Media Agreement?**

The Tiered-Budget I-IMA is a completely new Interactive Media Agreement created specifically to capture new work that often can't be accommodated by our traditional IMA. It has been redrafted and streamlined to be easy to understand and use. It also raises the budget caps that were in the existing Low Budget Agreement so many more projects will qualify.

The Tiered-Budget I-IMA currently includes four tiers based on the game's all-in production budget, each with different rates and terms. It is currently available for projects from \$250,000 through \$30 million. View the full agreement [HERE](#).

### **Does the Tiered-Budget Independent Interactive Media Agreement replace the existing Low Budget Agreement?**

Yes. If your production is currently recording or plans to record on the Low Budget Agreement, please email staff at [interactive@sagaftra.org](mailto:interactive@sagaftra.org).

### **Why did you create the Tiered-Budget Independent Interactive Media Agreement for independent developers?**

We have heard from independent developers that they would like to hire union performers but their budgets restrict them from utilizing the traditional IMA, even when our members deeply want to do this work. With feedback from the dev community and professional video game actors, our Interactive Media Agreement Negotiating Committee and staff crafted this new agreement to fit the unique needs of this community, which represents roughly a third of the industry.

### **What are the budget tiers? How do their terms differ?**

The total, all-in production budget must not exceed \$30 million. The four tiers are:

- Tier 1 — \$250,000 to < \$1 Million
- Tier 2 — \$1 Million to < \$5 Million
- Tier 3 — \$5 Million to < \$15 Million
- Tier 4 — \$15 Million to < \$30 Million

The full rate sheet is available [HERE](#). Following are some key differences between the tiers (please see the agreement [HERE](#) for full terms):

	<b>Production Budget</b>			
<b>Modified Terms:</b>	<b><u>Tier 1</u></b> \$250,000 to < \$1 Million	<b><u>Tier 2</u></b> \$1 Million to < \$5 Million	<b><u>Tier 3</u></b> \$5 Million to < \$15 Million	<b><u>Tier 4</u></b> \$15 Million to < \$30 Million
Minimum Session Fees (4-hour VO session or 8-hour on-camera session)	33% of scale	50% of scale	66% of scale	80% of scale
Number of voice prints	Unlimited	12	3	3
<b>Secondary Compensation</b>				
% of Full Scale (amount per 500,000 units)	100% (\$1,023.75)	75% (\$767.75)	50% (\$512.00)	50% (\$512.00)
% of Full Scale, if prepaid (amount per 500,000 units)	75% (\$767.75)	56.25% (\$576.00)	37.5% (\$384.00)	37.5% (\$384.00)

\* Secondary Compensation is capped at a maximum of two payments.

#### **What about projects with budgets below \$250,000?**

Contact us at [interactive@sagafta.org](mailto:interactive@sagafta.org)! You can use the Tier 1 terms, but we can also negotiate terms that fit your specific budget concerns.

#### **What about projects with budgets over \$30 million?**

If your budget is above \$30 million, please contact the Voiceover department for further guidance at [interactive@sagafta.org](mailto:interactive@sagafta.org).

#### **What is included in the “production budget”?**

The production budget refers to the “all-in” production budget. This is all of the expenses you incur in creating the game, except for your marketing expenses. If you have questions, do not hesitate to email [interactive@sagafta.org](mailto:interactive@sagafta.org).

#### **Are there any sections in the full terms of the Tiered Budget Independent Interactive Media Agreement that we should pay particular attention to?**

Yes! Of course, you should familiarize yourself with the [entire agreement](#), which we have simplified and made easier to read and understand.

The following are some sections that we recommend you pay particular attention to:

- Article 2, Section 2 “Prompting Devices; Description Of Role; Scripts” — This section is also referred to as the “transparency” section because it sets forth certain disclosures that you will have to make about the project and the role when you are hiring performers.

- Article 1, Section 10 “Contracts with Performers” — This section sets forth certain requirements regarding your contract with performers. The required performer contract can be found in the [Producers Guide](#) and must be provided to the performer prior to work.
- Article 1, Section 11 “Waivers” — This section sets forth the requirements to request a waiver or modification to the I-IMA terms. Bear in mind, waivers are granted on a case by case basis, so please contact our office for more information.

### **Are performance capture and motion capture covered?**

Yes. Both performance capture and motion capture are covered work and require a union contract under this agreement.

If you have any questions or concerns, please email us at [interactive@sagafta.org](mailto:interactive@sagafta.org).

### **How does the agreement address vocally stressful sessions?**

Vocally stressful sessions are capped at two hours, rather than the usual four- or six-hour session length. If you think you will require a performer to participate in a vocally stressful session, you should describe the anticipated work as fully as possible prior to recording, so the performer understands what to expect and can prepare for it. Given the physical strain caused by vocal stress, the performer might have some additional needs to protect their voice (e.g. that the vocally stressful work be performed at a specific point in the session and/or that they take longer or more frequent breaks).

Under the agreement, a “vocally stressful” session is one that includes any work that risks damage or undue strain to the performer’s voice, which may be due to prolonged requests for the performer to enact: yelling/shouting/screaming, fighting sounds, death sounds, battle cries, complicated creature sounds, unnatural vocal textures, extensive whispering, high-pitched vocal sounds, or any other voice/sound that is difficult/challenging for the performer to deliver.

### **How does the agreement address physically stressful sessions?**

Physically stressful sessions do not have a reduced cap on the number of work hours (traditionally an eight-hour day), but they are paid at the full IMA scale rate.

Under the agreement, a “physically stressful” session is one that includes excessive and/or extreme physical activity or that may pose a risk of exhaustion and/or possible physical injury. Examples include excessive repetition of activities such as running, jumping, climbing, landing, and crouch movements, or physical activities that require special training and skill and may lead to physical exhaustion, such as impacts, deaths, creature work, scaling, falling, wirework and skilled weapons work.

### **Why are secondary payments based on units sold rather than sessions, like in the Interactive Media Agreement?**

The units-sold structure was in the prior Low Budget Agreement and is a way for the performers to share in the game's success in exchange for the lower up-front wages and other modifications to terms in this agreement.

### **What happens if I go over budget for the tier I'm in?**

When you complete the project, you will need to submit a final cost analysis. If it turns out you have gone over the budget cap for your tier, the project might be reclassified to the correct tier. If you start to see your costs increasing and think you might go over the tier's budget cap, you should contact us immediately so we can work with you on a solution.

If we find that you have *intentionally* misrepresented your budget, we have the right to reclassify the project to the next budget tier.

If your project is reclassified, you will be expected to pay your performers all amounts that would have been required under that budget tier, including any additional voices, overtime or other costs. Until these amounts are paid, you cannot use the performers' work.

### **Are the actor payments listed here the total talent cost?**

No. The costs listed are the minimum compensation you have to pay the actors. They are free to negotiate a higher salary. Additionally, you might incur overtime expenses if you exceed the number of work hours permitted for a session.

Please be aware that with all union contracts, performers must be hired and paid as employees through a payroll company. We recommend using a payroll company that is familiar with handling performer payments, as employers are responsible for Health and Retirement contributions, taxes, agency fees and any other state and federal requirements.

### **What will happen to the Tiered-Budget Independent Interactive Media Agreement if there is a strike against the Interactive Media Agreement?**

The Tiered-Budget Independent Interactive Media Agreement is a separate agreement from the Interactive Media Agreement. Therefore, it will continue in effect until at least its current expiration date of Dec. 31, 2026 regardless of any strike that may be called against signatories to the legacy Interactive Media Agreement.

### **Is there anything else I should know about working with the union so I can hire union performers?**

We are here to help, so please feel free to reach out to us via email at [interactive@sagaftra.org](mailto:interactive@sagaftra.org). In the meantime, you can also review the [Producers Guide](#), which provides more detailed information on the process of becoming signatory and other important information you will need to know as you make your game.