

Guilds

For programs that are subject to guild agreements, e.g., WGA, DGA, SAG-AFTRA, AFM, IATSE, Teamsters (“**Guild Agreements**”), Producer and Production Counsel are responsible for determining which Guild Agreements may apply to the program and for complying with all of the obligations set forth in such Guild Agreements. Producer to confirm its appropriate guild signatory company.

- YouTube Legal and YouTube Business Affairs must be consulted in advance regarding any Guild Agreements that will apply to the program, provided that such consultation will not limit any of Producer’s obligations under the Agreement nor lessen any Producer indemnity.
- Never disclose the terms of the Agreement with any guild or union representative. Should an individual from a guild or union contact Producer regarding YouTube’s involvement with the program, take a message and email that message to YouTube Production and YouTube Legal.
- Guild related restrictions and requirements related to marketing uses (including use of third party materials) must be escalated to YouTube Clearance.
- Any negotiated re-use payments for marketing need to be provided to YouTube Clearance as part of the paid ad statement.
- **Personal Services Agreements**
To the extent not expressly prohibited by the applicable Guild Agreement, all personal service agreements with individuals covered by any Guild Agreement(s) must expressly grant Producer the maximum rights in exchange for the minimum payments, if any, and the right to credit any compensation paid to such individual which is in excess of any applicable guild minimum (e.g., overscale compensation), and/or apply any portion of compensation designated as an advance payment, against residuals, reuse fees, or other payment obligations arising out of exploitation of the program.
- **Residuals**
If provided in your agreement with Google that any residuals are required to be paid pursuant to any YouTube-approved Guild Agreement in connection with the exploitation of the program, subject to YouTube’s approval of the calculation of any such residuals and YouTube’s standard invoicing process and procedures, YouTube will reimburse Producer for any such residuals separately from the approved budget for the program. Notwithstanding the foregoing, Producer will be responsible for the payment of any residuals payable as a result of the receipt by Producer of revenues arising from exploitation on Google Services (including Google Play).
- **Third Party Signatory**

If Producer does not wish to enter into guild and/or union collective bargaining agreements directly, and Producer wishes to utilize guild or union workers in Producer's cast or crew, then Producer may, with prior approval from YouTube Production and YouTube Business Affairs, engage the services of a third party production services company which will be the signatory company for the program for utilizing guild and/or union members to work on the program.

- **Assumption Agreements**

YouTube must approve in advance, in its sole discretion, which assumption agreements, if any, it may have a designated entity executed in connection with a project. Any questions from external parties regarding assumption agreements should not be answered by Producer and instead should be escalated to YouTube Legal and YouTube Business Affairs.