

THE SOUTH AFRICAN SCREEN FEDERATION
PROTOCOL FOR FILM AND TELEVISION INDUSTRY UNDER COVID-19 RESTRICTIONS (PROTOCOL)

The Covid-19 pandemic has brought with it the requirement for a new work protocol to mitigate the impact of the virus on the country and its people. The following protocols have been developed, in line with safety considerations provided by the South African government, by SASFED on behalf of and in consultation with all its member organizations, namely:

- The Independent Producers Organisation (IPO).
- Sisters Working In Film and Television (SWIFT);
- Writers' Guild of South Africa (WGSA);
- South African Guild of Editors (SAGE);
- South African Guild of Actors (SAGA);
- The Personal Managers' Association (PMA);
- Animation South Africa (A.S.A);
- The Documentary Filmmakers Association SA (DFA); and

The following set out protocol guidelines to the film and television production sector in respect of providing a safe workplace and to minimize the risk of COVID-19 while working in the screen sector.

These guidelines are subject to revision and amendment from time to time, depending on their proven efficacy in the production environment, and changes in government regulations

General Practices

- Anyone who can work from home without compromising the production must do so;
- Everyone entering the workplace will be screened for Covid-19 symptoms and have their hands sanitized;
- The identification and protection of vulnerable employees is mandatory;
- All work environments will adhere to the strictest sanitisation protocols and will have hand sanitiser and handwashing facilities with soap readily available;
- All production personnel will wear masks at all times other than, for cast, while filming;
- Social distancing measures will be introduced;
- All production personnel will be informed of protocols and relevant information will be prominently displayed;
- Individual productions will have their own Covid-ready workplace plans, of which these protocols will form part, and
- All members of SASFED are expected to adhere to the protocols as set out hereafter.

SASFED Member Organisations: A.S.A. - Animation South Africa / DFA - The Documentary Filmmakers' Association / IPO - The Independent Producers Organisation / PMA - The Personal Managers Association / SAGA - South African Guild of Actors / South African Guild of Editors – SAGE / SWIFT - Sisters Working In Film And Television / WGSA – Writers Guild of South Africa

Terms Of Engagement – NFVF (The National Film and Video Foundation) / 2 x Industry Awards Board Seats - SAFTA Board Member – SOS (Supporting Public Broadcasting Coalition) / Digital Television Advisory Group - ICASA

SCREEN SECTOR WORKPLACE PROTOCOLS IN RESPECT OF COVID-19

Compliance Officer

A Compliance officer will be assigned in writing to ensure adherence to sections (6) (a) (i) and (ii) as set out in the Regulations, and to the Covid-Ready Workplace Plan. Depending on the size and complexity of the production the Compliance Officer may or may not be the same person appointed as the set Medic. Any member of the production must report any concerns about possible lack of adherence to the protocols to the Compliance Officer for immediate intervention and remedy. Such reporting will be done in confidence and the identity of and the person reporting will not be disclosed. In the event of a particular department's consistent non-compliance, the matter will be escalated to the Line Producer, when company disciplinary action may be taken.

Visibility of Protocol Information

Information regarding the risk of spreading COVID-19, and what behaviour is expected from everyone on set is to be made visible in common areas and copied to all personnel of the company. Copies of these protocols will be prominently displayed in work areas.

Controlling informal interaction

Green room/holding areas will be set up outside the production area/designated areas as per health department protocol, with social distancing adhered to and the wearing of face masks.

Preparing the Workplace - Disinfecting Protocol and Unit:

This section sets out the guidelines to be adhered to when preparing the workplace prior to the commencement of work and the daily workplace routines to be established and adhered to thereafter.

1. The following cleaning activities in respect of the environment must take place:
 - Deep cleaning (i.e. fogger) before shoot commences and thereafter every two weeks;
 - during each shoot day; and
 - after wrap each day.
 - Dedicated cleaning staff must sanitize and clean bathroom spaces on a regular rotational basis throughout the day. Saniwipes and toilet paper dispensers will be available in all toilets for users to wipe toilet seats and handles before and after use.
 - Only paper towels will be used in bathrooms and at hand-washing stations.
2. Hand washing and sanitizing stations must be spread-out and easily accessible. Cleaning stations must be set up at the following locations:
 - outside before entering the building. (If possible, to spray everyone before entering);
 - on set (Or before entering set);

- bathrooms;
 - cast area;
 - make-up room/s;
 - wardrobe room; and
 - props room.
3. A **Cleaning Unit** is to be put in charge of cleaning the set, including setting up the disinfectant stations and disinfecting all common areas (i.e. wardrobe, make-up and all other workstations).
 4. The Unit needs to set up the various sections and ensure that:
 - All areas are washed or non-porous sprayed down and sanitized before anyone is permitted to enter the space. This applies to all sets, locations, and any area that will be used by crew or cast on any location.
 - Where possible, a list of the names of the cleaning unit personnel is to be put up per section.
 - Each crew member will be responsible for cleaning and sanitizing their own equipment or the equipment in their care in. All heads of production departments are to ensure their departments comply with these requirements.
 - Objects that are handled by more than one person must be sanitized between team activities, with special attention to props handled by actors.
 - Each personnel using a walkie must re-charge their own walkies each night and such equipment is not to be handed back to the Unit.
 - Extra temporary dressing rooms must be supplied to prevent actors sharing a room.
 - Hand sanitisers, being flammable, are to be stored in a cabinet or enclosure constructed of fire-resistant material and clearly marked with a sign indicating that the store contains flammable liquid. The storage unit and signage shall be supplied by the production.
 5. All shooting locations and sets must have adequate ventilation. Small areas should be avoided, but to minimize the risk of infection due to aerosol particles, productions must prioritize ventilation of all interior spaces.

Getting to work – Transport

1. Public transport must be avoided where-ever possible. In the event someone does have to use public transport, they must adhere to the Department of Transport's health and safety measures.
2. Where possible, all crew and cast are to rely on their own transport.
3. For those without their own transportation:
 - Where budget permits, transport will be provided by the production company. Such production company shall provide transport in compliance with the Department of Transport's guidelines as published from time to time.

- Any transport arranged by the production company shall require the driver and all occupants in the vehicle to wear face masks and for the vehicles to be sanitised after each journey.
4. The production company shall keep a record (i.e. number plates) of the vehicles that it uses to transport the production personnel.

Procedures at the commencement of a shoot

1. Before each production shoot each production personnel (including each crew and cast member) will be required to complete a Health Declaration as set out in 4.1 below.
2. Each production set is to undertake an induction at the commencement of the production. The Medic shall brief all Production Personnel on this Protocol and any other location protocols and risks prior to the commencement of filming.
3. A designated, adequately qualified medic will be appointed as the health and safety officer (**Medic**) on set. The Medic is to be stationed at the entrance of the workplace and will be responsible for all COVID-19 activities on a production set, including:
 - 4.1 At the commencement of the shoot, ensuring that a **Health Declaration** is completed by each member of the cast and crew. The Health Declaration will require each member of the cast and crew to state that: (i) they are not suffering from any coronavirus symptoms;(ii) have not as far as they are aware been in contact with anyone with the symptoms in the last 14 days; (iii) they will immediately notify the Medic should they experience any symptoms or have been in contact with anyone who has; and (iv) they agree to subject themselves to the required testing or other mandatory measures should they display symptoms or be found to be asymptomatic carriers. Health and safety protocols must be more closely observed and implemented with individuals who are over 60 or who have voluntarily disclosed the fact that they are higher risk individuals from a COVID-19 perspective. All information is to remain confidential. We recognize each individual's right to privacy not to disclose their medical conditions.
 - 4.2 The Medic and any other person working on the set shall be obliged to make the producers aware of any underlying health concerns or vulnerabilities in respect of any person working on the production set or any condition existing on the production set.
 - 4.3 On a daily basis, taking the temperature of all persons prior to the commencement of any work on the production set using appropriate equipment or instruments. Thereafter, the temperatures of all persons on the production set shall be taken by the Medic at regular intervals.
 - 4.4 Anyone whose temperature is recorded at 37.5 ° Celsius or higher must be furnished with a FFP1 surgical mask and must agree to consult their doctor, contact the Covid-19 health hotline or to go for testing at one of the government free testing sites and must be returned home for immediate quarantine, with the production ensuring that risks to others and the public be minimized during transportation.
 - 4.5 If any person involved in the production is diagnosed with COVID-19, the Medic shall report the fact to both the Department of Health and the Department of Employment and Labour and shall investigate the cause of the infection, "including any control failure" on the production set.

- 4.6 Compile a daily register of all persons granted access to the set with details of their daily temperatures.
- 4.7 Conduct ongoing risk assessments of the production set and associated premises to identify, mitigate and eliminate any potential exposure to COVID-19 transmissions.
- 4.8 Anyone exhibiting symptoms of COVID-19 shall not be allowed to enter the production set and will be asked to be tested immediately and for action to be taken depending on the results of the test and/or may be asked to return home to self-isolate either for a prescribed period or until such time as the person is certified by a health establishment, medical facility or doctor as having completely recovered from COVID-19. A dry cough, fever, redness of eyes, difficulty breathing, muscle pain and sore throat are all considered to be symptoms of COVID-19.
- 4.9 Cast and crew members must be required to stay home if they are sick and notify both Production Office and their Agents respectively. Those call logs should be then submitted to the Assistant Director for recording into the daily production report and reported to the Medic on set who will then obtain advice on next steps.
- 4.10 The Medic will be trained on and furnished with procedures for immediately isolating people who have signs and/or symptoms of COVID-19.
- 4.11 The Medic shall move potentially infectious people to a location away from the rest of the Production Personnel. All production sets must have an isolation room with closable doors for the housing of potentially sick people until they can be removed from the production set.
- 4.12 If anyone has been on the production set who is found to be or to have been COVID 19 positive, the production set must be immediately closed, and all Production Personnel must be required to present themselves for testing. The production set will be closed to all persons until such time as they are declared not to be infected with COVID-19 by a health establishment, medical facility or doctor
- 4.13 The Medic shall report any contraventions of this Protocol to the production manager.

On Set Protocol

Only those persons who are strictly necessary to carry out specifically scheduled production activities shall be permitted to gain entry to the production set. Where Production Personnel can work from home they should be required to do so and where possible the interaction between Production Personnel shall be limited to emails, phones, walkie talkies and radio communications.

Protocols in the set space

1. The production manager together with the Medic/Compliance Officer will be in charge of making sure all safety measures are implemented and that all COVID-19 precautions and measures are adhered to in respect of the production.
- 2.
3. Restricted access to the production set must be enforced by the presence of security personnel at all entrance points. No unauthorized persons shall be permitted to access the production set and all activities incidental to the production activities shall be conducted outside of the production set (i.e. deliveries will be offloaded, checked and sanitized outside the production set).

4. All persons wishing to gain entry to the production set must wear a mask and must have their hands sanitized and have their temperature checked prior to entering the production set.
5. Prior to gaining entry to the production set, all persons, including without limitation, crew, cast and suppliers (**Production Personnel**) must sign an Indemnity Form, the Producer's Privacy Code and workplace policies.
6. Production will make available and prominently display hand sanitizer (70% alcohol or more) and medical grade anti-bacterial soap in common areas, for use by all Production Personnel.
7. The Medic will provide all Production Personnel with their own hand sanitizer and plastic full-face visors and/or at least two washable material masks for which the production company shall be responsible for washing in hot water and ironing.
8. All Production Personnel, save for cast members who shall not be required to wear face masks during filming, shall wear face masks at all times.
9. Cast members will be provided with full-face visors to wear after make-up is complete and which will only be removed for the purposes of shooting.
10. All Production Personnel shall be required at all times to maintain a social distance between each other of at least 1.5 meters. This requirement shall not be applicable to cast members when in performance and where the dictates of the performance require the cast members to be closer to each other.
11. No facial intimacy will be permitted in any performance, but actors will be allowed to hold hands if required by the dictates of the performance and as long as they sanitize immediately afterwards. Where possible, the number of cast members participating in a scene, will be limited.
12. The first assistant director on the shooting floor shall make sure that the social distancing requirements of 1.5 meters are implemented and that all work areas are cleaned and disinfected on a daily basis.
13. The leaving of the production set by Production Personnel shall be avoided unless absolutely necessary and permission must be obtained from the relevant head of department and Medic prior to leaving the production set.

Proposed Number of Crew and Cast on set and shooting floor: (Levels as per SA Government levels in their risk adjustment strategy for economic activity).

The number of crew members will be kept as low as possible. The production company will determine the relevant floor space square meterage and shall ensure that only the number of people permissible for the purposes of maintaining the 1,5m social distancing requirements will be permitted into that space as per the following requirements:

Level 4

- A maximum of 50 people on set, inclusive of cast members.
- The total number of Production Personnel on the shooting floor shall be a maximum of no more than 25 at any one time.

Level 3

- A maximum of 75 people on set, inclusive of cast members.
- The total number of Production Personnel on the shooting floor shall be a maximum of no more than 37 at any one time

Level 2

- A maximum of 100 people on set, inclusive of cast members.
- The total number of Production Personnel on the shooting floor shall be a maximum of no more than 50 at any one time.

Level 1 – unrestricted.

Cast

- Seating must be arranged in such a fashion as to ensure social distancing, and prescribed seating should minimize social interaction between departments, so that at-work groupings are maintained on breaks.
- Masks and /or visors must be worn by all cast members between scenes.
- Upward referral for the cast in the case of uncertainty would be the first Assistant Director, line producer and/or producer.
- Extras will be kept to a minimum

Department-specific protocols, to be the responsibility of the head of department (HOD)

Art Department

- One standby on the floor only.
- All props and acting spaces must be cleaned and sanitised before and after use.
- Limit leaving set to reduce the possibility of outside contamination.

Wardrobe

- Final checks shall be conducted and signed off before leaving to deliver wardrobe to the production set.
- One stand-by on the production set.
- All cast members shall be required to leave their wardrobe with shoes, bags, jackets, accessories on the production set on a daily basis.
- All dressing rooms, including the floors and all surfaces shall be cleaned and disinfected on a daily basis.
- If used, all clothes, blankets, pillowcases, throws etc. shall be washed on a daily basis.
- All wardrobe shall be washed and or sprayed before a cast member wears it.
- Costumes must be individually hung in their own cover. The cast members' own clothes must be hung in that same plastic cover to avoid cross-contamination.
- All cast members must be required to dress themselves, if possible.
- All jewellery must be disinfected and sanitized before handed to a cast member.
- In the case of dressing extras, costumes may not be tried on by more than one person.

Lighting, Grips and Camera

- Clean and disinfect equipment before and after use.

- Clean and disinfect all working stations on a daily basis.
- Endeavour to adhere to the social distancing requirements set out in this Protocol.
- Clean and disinfect equipment between takes or when the camera is moved.

Sound

- Where possible ask cast members to mic themselves.
- Try and avoid unnecessary contact with cast members and one another.
- Set up away from VT village. Same space but not everyone behind the monitor.
- Microphones, belts and straps must be sanitized, disinfected and stored in sanitized places at all times.

Make-up Artists and Hairstylists

- Make up to be reserved for featured cast members only.
- Each artist must have his/her own brushes and applications, which shall either be provided by the production company or by the cast members. Where provided by cast members, the cast members will be reimbursed by the production company on receipt of proof of payment.
- Where possible cast members shall do their own make up, preferably at home prior to arriving on set and shall only do touch-ups during the day using their own make-up. This applies particularly to male cast members and extras.
- Each cast member shall be supplied with his/her own new makeup and brushes which will then be kept in a separate, sealed and labelled package for the use of that cast member for the duration of the production.
- Makeup, toiletries and other products, including hair products, must not be shared between cast members.
- A facial plastic shield must be worn by each makeup artist when applying makeup to a cast member. Makeup artists must sanitise their hands before and after applying makeup to each featured cast member.
- The application of all make up should preferably take place in the open air underneath a gazebo. One make-up artist should be dedicated to each gazebo and the gazebo unit must be sterilized and disinfected on set up and thereafter by the makeup artist on a daily basis.
- If makeup cannot be applied outside, a room with full windows and ventilation must be used for the application of makeup.
- The makeup room must be disinfected and sterilized. A table, high stool, low chair for hair and a multi-plug should be available and sterilized continually throughout the day.
- Each makeup artist should only have one cast member in the makeup chair at any given time, and extra cast members should be kept away from the makeup and hair station.
- Each cast member or makeup artist entering the makeup area must be required to wash and sterilize their hands upon entry.
- Each makeup artist should have available from production, a box of disposable gloves. Each glove must be disposed of immediately after each makeup application.
- Each cast member must be required to bring and use his/her own mascara, eyeliner, foundation, lipstick, brushes, and lip brushes. These items must not be shared between different cast members.
- Time must be allowed in between the applying of make up to each cast member in order to adequately clean and disinfect all surfaces and working tools and such extra time must be scheduled in respect of each day of production. Cleaning shall include, the chair, table, metal palettes and spatulas that touch the make-up and brushes. All hair equipment must be sterilized.
- Makeup on standby should be kept outside or in a well-ventilated area off set.
- Powder touch ups can be applied with cotton wool rounds that must be disposed of immediately after use.

- Equipment cleaning comes in 3 stages: SANITIZE, DISINFECT and then STERILIZE. All items must be disinfected and cleaned by the makeup artist. It is then the responsibility of the makeup artist to take his/her equipment home for re-sterilization.

Catering

- Catered meals and craft shall be by means of boxed meals per person with sealed cutlery and/or permit the crew and cast to bring their own meals.
- No shared craft and catering areas. Crew and cast to be supplied with their own water bottles.
- No coffee / tea stations. Craft to be supplied at the beginning of the day as part of boxed catering.

Post-production

- *System 3 Enhanced Public Health - Industries are encouraged to adopt a work-from-home strategy where possible, and all staff who can work remotely must be allowed to do so.*
- Remote working to be enabled for post-production where ever possible – cost considerations would include data/internet for uploads and downloads, extra software and hardware costs, remote working downtime in the case of load shedding, flexible scheduling to take the extra time for uploads and downloads into account.
- If remote working is for any reason not possible then the same health and safety protocols and oversight for safe production sets as detailed in this Protocol shall be extended to post-production workspaces.
- Security and confidentiality - NDAs and contracts can have a rider added as well as precautions such as and password encoded hard drives. Footage will be low res transcodes as well. Also online viewing platforms can be done securely by channel or post-house with access only to certain folders etc.
- All hardware to be sent to post-production such as hard drives, will need to be handled very carefully – so by a limited number of crew, preferably only the DIT or data wrangler, observing all cleaning and disinfecting protocols, then placed immediately into a sterile bag and then into a further casing for delivery to post-production remote work spaces.
- Health and safety conditions for the handover of hard drives from courier to post-production professional with social distancing must be observed.
- All script supervision and other post-production documents must be supplied electronically.

Casting

This shall be carried out under the protocols specific to this off-set activity, as detailed in Annexure A.

Individual Responsibility

Every member of the Production Personnel has an individual responsibility and duty to adhere to this Protocol in a collective effort to prevent the transmission of Covid-19.



Limit physical contact
– avoid handshakes, refuse
kisses on the cheek and
avoid hugging



Be diligent with cleaning
– both at home and in
your workplace



Keep your distance and ask
others to be considerate



Wash your hands frequently
or sanitize your hands with
an alcohol-based hand rub



Cough or sneeze into your
sleeve, not your hands

COVID-19 HELPLINES + RELEVANT LINKS

CORONA VIRUS (COVID-19) 24-HOUR HOTLINE NUMBER: 0800 029 999.
CORONA VIRUS (COVID-19) WhatsApp number: 0600 12 3456

<https://www.gov.za/Coronavirus>

<https://sacoronavirus.co.za/>

<https://www.who.int/emergencies/diseases/novel-coronavirus-2019>

Cost Considerations

It must be noted that these measures will carry a significant cost component and negotiations will need to take place between producers, broadcasters and/or relevant government departments as to how and by whom these costs shall be borne. They include, but are not limited to:

1. Medic
2. H&S Compliance Officer
3. Any medical testing as may be required
4. At least two material masks for each member of the Production Personnel.
5. Gloves
6. Additional Personal Protective Equipment as may be required`
7. Sanitizers and ongoing sanitization
8. Regular set deep cleaning
9. Transport for crew with no cars
10. Extra cleaner/s for continual surface cleaning
11. Extra wardrobe cleaning
12. Extra catering costs
13. Specific make-up and brushes for each artist: such as mascara, eyeliners, foundation, foundation brushes, and lip brushes
14. Set-up and wrap costs for every time productions are stopped for quarantining purposes or in the event of an actor falling ill and needing to be recast.
15. Other costs that may be implicit in the above-listed interventions

[Insert Name Of Film/TV Production]

CAST AND CREW INDEMNITY RELEASE FORM

PLEASE READ THROUGH BEFORE SIGNING THIS LEGAL DOCUMENT

_____ [Insert Full Names Of The Production Company/Producer] ("the **Producer**") has been commissioned to produce _____ [Insert The Full Names Of The Film/TV Show] ("**the Programme**") by _____ [Insert Full Names Of The Company Who Has Commissioned The Programme] ("**Broadcaster**").

1. I hereby execute and submit this Cast and Crew Indemnity Release Form ("**Indemnity**") to and in favor of the Producer in connection with my appointment to work as a _____ [Insert Full Details Of Appointed Role] (i.e. actor, makeup artist, sound engineer, lighting engineer etc.) and as an independent contractor ("**Appointment**") in respect of the production of the Programme.
2. I understand that this is an important legal document relating to my Appointment to work on the production for the Programme and that by signing this Indemnity I waive certain legal rights that I otherwise might have against the Producer, the Broadcaster, and others. I also understand that I have had an opportunity to review this Indemnity with an attorney of my choice.
3. I represent and warrant that I am in excellent physical, emotional, psychological, and mental health. I understand that my participation in the production of the Programme may subject me to the risk of being infected with COVID-19 and that I have freely consented to participate in the production of the Programme fully aware of and on the voluntary assumption of such risk and that such Claims or Losses arising from my participation in the production of the Programme are included in those that are released as set forth in clause 10 below. I shall notify Producer prior to participating in the production of the Programme of any physical, emotional, psychological or mental condition that might affect me or any other people involved in the production of the Programme. Moreover, I shall notify Producer immediately if, at any time, I have any concern about participating in any production activity. I understand that I am solely responsible for determining whether I am capable of participating in the production of the Programme and that, if I am unable to participate in any such activities or scenarios, I may be removed from participating as an independent contractor in the production of the Programme.
4. I understand that Producer will NOT require any participants to be medically tested for COVID-19 prior to their participation in the production of the Programme. I understand that if during any part of the production process, or at any other time, Producer learns that any other participant in the production of the Programme is infected with COVID-19 or has tested positive for COVID-19, Producer shall advise me of such fact but shall be under no obligation to disclose the identity of such person to me.

5. I agree to follow and obey all rules, instructions, directions, and requirements of the Producer as they may be changed, modified or amended by the Producer before, during, and after the production of the Programme (the "**Production Rules**"), including, without limitation:
 - 5.1 all rules, instructions, directions, and requirements as may be applicable to the Producer's response to the COVID-19 pandemic and the need to limit any transmissions of COVID-19;
 - 5.2 all rules, instructions, directions, and requirements set out in the COVID-19 Production Protocol, a copy of which has been read by me and is attached to this Indemnity;
 - 5.3 all directives furnished to me by the Medical Officer or Compliance Officer appointed by the Producer;
 - 5.4 agreeing to having my temperature taken on a daily basis and at intervals as determined from time to time by the Producer;
 - 5.5 immediately advising the Medical Officer or Compliance Officer appointed by the Producer of the fact that I have come into contact with any person who has been diagnosed with COVID-19 as soon as I have knowledge of such fact; and
 - 5.6 immediately advising the Medical Officer or Compliance Officer appointed by the Producer, if I have experienced any one or more of the symptoms associated with COVID-19 (including a dry cough, sore throat, high body temperature, difficulty breathing, shortness of breath, fever, fatigue and aches and pains).

6. I understand that if I:
 - 6.1 have a temperature reading equal to or in excess of 37.5 °C; or
 - 6.2 am experiencing any of the symptoms associated with COVID-19; or
 - 6.3 have come into contact with anyone who has been diagnosed with COVID-19that the Producer or the Medical Officer or Compliance Officer appointed by the Producer may lawfully require me to:
 - (a) immediately leave the production work area or production set;
 - (b) return to my home for self-isolation or quarantine for a prescribed period; and
 - (c) submit myself to a health establishment or medical facility to be tested for COVID -19.

7. I further understand that I will only be entitled to return to work on the production for the Programme, once, I have furnished the Producer or the Medical Officer or Compliance Officer appointed by the Producer with a current and valid certificate or note from a health establishment, medical facility or doctor confirming that:
 - 7.1 I have not tested positive for COVID-19; or
 - 7.2 I have fully recovered from having had COVID-19 and that I no longer pose a COVID-19 infection risk.

8. I understand that should I be unable to fulfill any of my obligations as an independent contractor in respect of the Programme as a result of any COVID -19 intervention, COVID-19 issue or COVID-19

requirement or COVID-19 direction that I shall have no Claim against the Producer, the Broadcaster or any other third party for any Losses arising as a result thereof, other than and save for a Claim for payment of any amounts which are due and owing to me by the Producer up and until the date of the last fulfilment of my obligations as an independent contractor in respect of the production of the Programme. I further acknowledge and agree that no such withdrawal, or my taking of any action rendering me ineligible or otherwise unable to participate in the production of the Programme shall affect any of the rights assigned by me or any of the covenants, agreements, waivers, releases or indemnities made by me in this Indemnity or in any other agreement related to the Programme.

9. I understand that my participation in the production may expose me to the risk of being infected with COVID-19 and that my compliance with the Production Rules may cause me mental, psychological or emotional distress, and the consents, authorisations, assumptions of risk and releases set forth in this Indemnity expressly apply to all such potential harms.
10. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ON BEHALF OF MYSELF AND MY HEIRS, NEXT OF KIN, SPOUSES, GUARDIANS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS, LICENSEES AND ASSIGNS (COLLECTIVELY, THE "**RELEASING PARTIES**"), I IRREVOCABLY AND UNCONDITIONALLY RELEASE AND FOREVER DISCHARGE EACH OF THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, AND LOSSES OF ANY KIND WHATSOEVER DIRECTLY OR INDIRECTLY CAUSED BY, ARISING OUT OF, RESULTING FROM, RELATING TO, OR BY REASON OF MY PARTICIPATION IN OR IN CONNECTION WITH THE PROGRAMME (COLLECTIVELY, THE "**RELEASED CLAIMS**"). I ALSO AGREE NOT TO SUE OR INSTITUTE ANY OTHER LEGAL PROCEEDINGS AGAINST ANY OF THE RELEASED PARTIES BASED ON ANY OF THE RELEASED CLAIMS HEREUNDER.
11. To the maximum extent permitted by law, I agree to defend, indemnify and hold each of the Released Parties free and harmless from and against any and all Claims and Losses caused by, arising out of, resulting from, or relating to, my participation in or in connection with the production of the Programme, including, without limitation:
 - 11.1 any statements, actions and omissions made by me during or in connection with my participation on the Programme, whether or not authorised by any Released Party;
 - 11.2 my failure to follow the advice or instructions of Producer or anyone else connected with the Programme;
 - 11.3 my breach or alleged breach of this Indemnity or any other agreements with the Released Parties or related to the Programme.
12. This Indemnity is personal to me and is not assignable by me, and any purported assignment by me shall be null and void. This Indemnity and any documents executed pursuant thereto may only be amended in writing and under signature of the parties hereto.
13. Nothing contained in this Indemnity shall be deemed to constitute an employment relationship, joint venture, or partnership between Producer and me, or between Broadcaster and me, nor shall I be deemed Producer's or Broadcaster's agent for any purpose. I understand and agree that nothing in this Indemnity or any conduct pursuant thereto shall constitute an agency relationship between me, on the one hand, and Producer or Broadcaster, on the other hand, and that I shall have no authority to speak or act on behalf of Producer or Broadcaster whatsoever, except as may otherwise be expressly required or permitted by Producer or Broadcaster, respectively.
14. I acknowledge and agree that this Indemnity, including without limitation, the releases granted herein, is intended to operate and be construed as broadly as possible under applicable law. Accordingly, to the extent applicable law would limit this Indemnity in any way, or invalidate any provisions hereof, any such limitations or invalid provisions shall not operate to invalidate this

Indemnity in its entirety. Rather, in any such instance, this Indemnity shall be deemed to operate and to be effective to the maximum extent permitted by law, provided, however, that the Indemnity shall be voidable at the sole discretion of Producer or Broadcaster should the aggregate of all such provisions found to be invalid or unenforceable materially affect the benefits and obligations of the parties to this Indemnity as a whole. All remedies, rights, undertakings, obligations, and agreements contained in this Indemnity shall be in addition to, and shall not limit, any other remedies, rights, undertakings, obligations or agreements of either party. In addition, the promises, agreements, obligations and releases made in this Indemnity shall be in addition to, and shall not be limited in any way by, any agreements I may sign with the Producer, Broadcaster or any other party in connection with my participation in the production of the Programme. No waiver of any breach of or default under any provision hereof shall be deemed a waiver of such provision, or of any subsequent breach or default.

15. I represent and warrant that I have had the opportunity to review this Indemnity before signing it. This Indemnity shall not be construed in favor of or against any party by reason of the drafting of all or any part of this Indemnity.
16. I acknowledge that no one (including, without limitation, Producer, Broadcaster, or anyone acting on their behalf), has made any promise, representation or warranty whatsoever that is not contained in this Indemnity to induce me to execute this Indemnity, whether express or implied, oral or written. I acknowledge that I have not executed this Indemnity in reliance on any promise, representation, or warranty not contained herein. This Indemnity, the exhibits and attachments hereto and any other agreements or documents that I have executed or that I may execute at the request of Producer or Broadcaster in connection with the production of the Programme constitute the entire agreement and understanding between me, Producer and Broadcaster concerning the subject matter of this Indemnity, supersede and replace all prior negotiations, proposed agreements and agreements, written and oral, relating thereto, and cannot be changed or terminated except by a written instrument signed by me and Producer. In the event of any inconsistency between the terms, conditions and obligations set forth in any applications, agreements or other documents I have or may complete or execute at the request of Producer or Broadcaster, on the one hand, and this Agreement, on the other hand, the terms, conditions and obligations set forth in this Indemnity shall govern unless otherwise provided.
17. In this Indemnity, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:
 - **"Claim"** means any claim, action, demand, suit or proceeding.
 - **"Losses"** means all losses, liabilities, costs, expenses, fines, penalties, damage, damages and claims and all related costs and expenses (including legal fees on the scale as between attorney and own client, tracing and collection charges, costs of investigation, interest and penalties).
 - **"Released Parties"** shall mean and refer to Producer, Broadcaster, any other licensees or assignees of the Programme, the other participants in the Programme, all other persons and entities connected with the Programme, all parent, subsidiary, related and affiliated entities, licensees, successors, assigns, sponsors and advertisers of each of the foregoing, all of the respective directors, officers, principals, executives, on-air talent, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing, and the respective heirs, next of kin, spouses, guardians, representatives, executors, administrators, successors, licensees and assigns of each of the foregoing.

INDEPENDENT CONTRACTOR SIGNATURE:

NAME _____ ID NUMBER _____

DATE _____

SIGNATURE _____

SIGNATURE FOR MINORS:

If you are under 18 years old, your parent/legal guardian must sign this form on your behalf.

I _____; ID NUMBER _____;
PARENT/GUARDIAN

Hereby give consent for my child/ward _____ to participate in.

SIGNATURE (Parent/Guardian) _____

DATE _____

PRODUCER SIGNATURE:

NAME _____ DATE _____

SIGNATURE _____

COVID 19 - DATA PRIVACY COMMUNICATION
TO INDEPENDENT CONTRACTORS

Dear _____ [insert name and surname]

At _____ [insert name of Production Company/Producer] ("we", "our", "us"), the health, safety and well-being of our people is of the utmost important to us. As we continue in our efforts to contain the spread of coronavirus (**COVID 19**) we would ask you read the following information carefully which explains how we will process your personal data in this context.

What you need to do

- Please help us to ensure that the contact information we have for you is accurate and up-to-date.
- If you have not done so already, we would strongly encourage you to provide us with your non-work contact details (e.g. personal mobile number and personal e-mail address where available) so that we can reach you as quickly as possible where urgent notification is required. This is important for your own health and safety, and for that of other persons working on the production and the general public.
- Please **inform the Producer/Compliance Officer/Medical Officer immediately** and **stay at home** if you think that any of the following may apply to you:
 - you believe that you may have come into contact with an affected person; and
 - you develop symptoms and/or test positive for COVID 19.
- **The Producer/Compliance Officer/Medical Officer** will be able to guide you on next steps (e.g. self-isolation, when you may return to the production, etc.) based on the latest public health guidance in your area.

How we will process your contact details

- We will use your contact details to:
 - inform you of a potential exposure to COVID 19 of which we are aware (e.g. where a person you have come into contact with in a work context develops symptoms and/or contracts the virus);
 - communicate with you where you have been exposed to the virus including for the purpose of tracking and notifying other individuals with whom you have been in contact.
- The processing of your contact details for these purposes is necessary for our legitimate interests, to protect your vital interests, those of other persons working on the production and of other members of the public, as part of our efforts in the general public interest to contain the spread of COVID 19.
- Your contact details will only be used in connection with COVID 19 by **the Producer/Compliance Officer/Medical Officer** responsible for handling the tracking and notifications process.

- We will not disclose your contact details to any third parties, unless you have furnished us with your written consent to do so or if required by law or as strictly necessary to contain the spread of the virus having made all reasonable efforts to provide the necessary information on a non-identifiable basis.

How we will process your health data

In the context of managing the tracking and notifications process, we will need to process personal data relating to your health. This would be confined to facts such as: that you have tested positive/negative for the virus, that you have developed symptoms and are awaiting test results, that you have come into contact with an affected person or recently returned from an affected area, etc. It would not include information relating to your underlying condition. In some jurisdictions (e.g. South Africa), health data is afforded a higher level of protection than other types of personal data (e.g. your contact information).

In such circumstances:

- We will only process your health data as strictly necessary to notify individuals with whom you have been in contact for work purposes of a potential exposure. We will endeavour to do this on a no-names basis where possible.
- We will only process the least amount of health data necessary to manage the tracking and notifications process and for infection control purposes (e.g. that you have tested positive/negative for the virus, that you have developed symptoms and/or may have been exposed to the virus). We will not ask for detailed information regarding your condition.
- Your health data will only be made available on a strict need to know basis to a small senior management team responsible for handling the notifications process.
- We will not disclose your health data to any third parties, unless you have furnished us with your written consent to do so or if required by law or as strictly necessary to contain the spread of the virus having made all reasonable efforts to provide the necessary information on a non-identifiable basis.
- Our legal bases for processing your health data are that it is necessary for reasons of substantial public interest and for reasons of public interest in the area of public health.

For further information about how _____ *[insert name of Production Company/Producer]* processes your personal data and your rights in respect of that data, please contact **the Producer/Compliance Officer/Medical Officer.**

If you have any queries or concerns regarding the contents of this notice please contact **the Producer/Compliance Officer/Medical Officer.**

COVID 19 - PRODUCTION CAST AND CREW
REGISTRATION FORM/ PRIVACY NOTICE

PRIVACY NOTICE

As part of our response to the current COVID 19 outbreak, _____ *[insert name of Production Company/Producer]* ("we", "us", "our"), we are asking production cast and crew members (**Production Personnel**) to provide up-to-date contact details so that we can contact you urgently if we believe you may have been exposed to the coronavirus whilst working on the production.

What you need to know

- Completion of the form is optional (we may still be able to contact you by other means if necessary) but providing your details on this form will allow us to reach you as quickly as possible where urgent notification is required. This is important for your own health and safety and for that of the general public.
- We will only use your contact details to inform you of a potential exposure (e.g. where a person you have come into contact with at our office contracts the virus).
- We believe that collecting your most recent contact details is necessary for our legitimate interests, to protect your vital interests and those of other members of the public, as part of our efforts in the general public interest to contain the spread of COVID 19.
- Your contact details will only be made available to our personnel on a strict need to know basis (i.e. a small team responsible for handling the notifications process).
- We will not disclose your contact details to any third parties, unless you have furnished us with your written consent to do so or if required by law or as strictly necessary to contain the spread of the virus having made all reasonable efforts to provide the necessary information on a non-identifiable basis.
- Your details will be disposed of securely after 90 days after the completion of filming.

What to do if you develop the virus

If you develop symptoms and/or test positive for the virus within 14 days of attending at the production premises, we would ask you to let us know immediately. In such circumstances:

- Your information will only be used as strictly necessary to notify individuals with whom you have been in contact at the production premises of a potential exposure. We will endeavour to do this on a no-names basis where possible.
- Your information will only be made available on a strict need to know basis to a small management team responsible for handling the notifications process.
- We will not disclose your contact details to any third parties, unless you have furnished us with your written consent to do so or if required by law or as strictly necessary to contain the spread of the virus having made all reasonable efforts to provide the necessary information on a non-identifiable basis.
- We will delete your data after 90 days of receiving your notification.

PLEASE NOTE THAT BY PROVIDING US WITH YOUR CONTACT INFORMATION BELOW YOU ARE GIVING YOUR EXPLICIT CONSENT TO US PROCESSING IT FOR THE PURPOSES DESCRIBED ABOVE. THE PROCESSING IS ALSO NECESSARY FOR REASONS OF SUBSTANTIAL PUBLIC INTEREST AND FOR REASONS OF PUBLIC INTEREST IN THE AREA OF PUBLIC HEALTH.

If you have any queries or concerns regarding the contents of this notice please contact _____ *[insert name and contact details of local contact person]*.

Contact Details Form

Name	
Date(s) of Production Visit	
Time(s) of Production Visit	
Purpose of Production Attendance	
Main contact number	
Alternate contact number	
E-mail address	