

LIABILITY AGREEMENT – COVID-19 SAFETY MEASURES IN THE PRODUCTION OF ADVERTISING AND CONTENT FILMS

Considering the measures adopted in light of the pandemic caused by the “CORONAVIRUS”, responsible for the disease known as COVID-19, in particular the Presidential Decree of n. 06 of 2020 and the measures provided for in Federal Law No. 13,979/2020, as well as sparse state and municipal laws, all of which aim to provide measures to mitigate the public health emergency;

Considering that audiovisual activity, by nature, necessarily implicates interaction among people;

Considering that it is the Production Company’s responsibility to ensure that professionals hired personally or by an intermediary company receive the necessary protection to enable the commercial practice of audiovisual activity;

Considering that Occupational Health and Safety are public order laws that do not compromise each other, and that Brazilian Occupational Safety Regulations (NRs) are mandatory;

Considering that the hired professional is responsible for his/her conduct and behavior within the work environment, and must, therefore, follow the safety guidelines, measures and procedures, as well as use the necessary means provided and informed to protect himself/herself and prevent colleagues from spreading “CORONAVIRUS” and Covid-19;

Considering that fighting the Covid-19 pandemic is a global challenge that requires everyone’s attention and best efforts;

Considering that, currently, any environment with collective frequency has the potential danger of the presence of “CORONAVIRUS” and, therefore, contagion of Covid-19, and that companies must make every possible effort to mitigate risks of contamination, including but not limited to guidance and inspection of the proper use of PPE and compliance with regulations and protocols.

Based on these preliminary considerations, the PRODUCTION COMPANY

_____, registered under Corporate Tax ID (CNPJ/MF) _____, headquartered at _____, hereby

represented by _____

_____, (name, nationality, marital status, profession), holder of Identity Card (RG) _____, registered under

Individual Tax ID (CPF/MF) _____, and FILM TECHNICIAN

_____, (name, nationality, marital status, profession), holder of Identity Card (RG) _____, registered under Individual Tax ID (CPF/MF) _____ and Screen Actors Guild (DRT) _____, sign this LIABILITY AGREEMENT, establishing the following:

- 1)** The PRODUCTION COMPANY and the TECHNICIAN shall ensure the protection and observance of the rules and recommendations that are and that may eventually be issued by public agencies, notably by the WHO, ANVISA, Ministry of Health and the RECOMMENDATIONS contained in the "Health and Safety Protocol for Audiovisual Production";
- 2)** The PRODUCTION COMPANY must provide all safety and Personal Protective Equipment specified in the Covid-19 Safety Measures Protocols for the technician's work, as well as comply with all the provisions of hygiene conditions foreseen in this document;
- 3)** The PRODUCTION COMPANY will not hire or allow individuals that may offer a potential risk of spreading "CORONAVIRUS" on set, especially if any presumed fact is flagged during the screenings;
- 4)** The PRODUCTION COMPANY will immediately refer any TECHNICIAN who presents typical symptoms of Covid-19 to receive proper medical care;
- 5)** The TECHNICIAN hereby declares that he/she currently does not have any typical symptoms of Covid-19;
- 6)** The TECHNICIAN hereby declares to be aware of the risks of contamination by "CORONAVIRUS" and the PRODUCTION COMPANY hereby declares to be aware of the risks inherent to contamination;
- 7)** The TECHNICIAN will use all the supplied Personal Protective Equipment and follow all the provided guidelines to ensure safety, health and hygiene in and outside the workplace, cooperating toward maintaining healthy conditions across the environment;
- 8)** THE TECHNICIAN declares that he/she has received and is fully aware of the "Safety and Health Protocol for Audiovisual Production".
- 9)** The TECHNICIAN declares that he/she will not test for other productions, within working hours, while at the service of another production company;
- 10)** The TECHNICIAN and the PRODUCTION COMPANY will respect the maximum validity period of 4 days between tests;
- 11)** CONFIDENTIALITY: The Parties hereby declare, by themselves and/or their agents, to ensure complete and absolute confidentiality concerning any data, materials, details, information, documents, technical or commercial specifications that may be entrusted to them under this Term, duly preserving the rights of the professionals;

12) DATA PROTECTION: The parties hereby declare, by themselves and/or their agents, to ensure complete and absolute confidentiality concerning all data related to the results of COVID-19 tests and exams, in accordance with the provisions of Law Nº 13,709 of August 14th, 2018.

In the event of non-compliance with the all the regulations contained in this LIABILITY AGREEMENT, the PRODUCTION COMPANY or TECHNICIAN must inform the respective Union so that the appropriate measures are taken to preserve the health and safety of all professionals.

São Paulo, _____(month), _____(day), 2021.

TECHNICIAN

PRODUCTION COMPANY

ID RG: _____

ID RG: _____

INDIVIDUAL TAX ID - CPF:

INDIVIDUAL TAX ID - CNPJ:

Screen Actors Guild - DRT:

apró
associação brasileira
da produção
de obras audiovisuais

SIATSP
SINDICATO DA INDÚSTRIA
DO ESTADO DE SÃO PAULO

SINDCINE